



Central Maine Power

February 19, 2008

Karen Geraghty
Administrative Director
Maine Public Utilities Commission
State House Station 18
242 State Street
Augusta, ME 04333

Re: MAINE PUBLIC UTILITIES COMMISSION,
Standard Offer Bidding Process for Residential and Small Business
Customers, Docket No. 2007-463;

and CENTRAL MAINE POWER COMPANY,
Request for Approval of Request for Bids Pursuant to Chapter 307 and
Associated Waivers, Docket No. 2007-471

Dear Ms Geraghty:

The Commission issued its *Order Designating Standard Offer Providers and Directing Utility to Enter Entitlement Agreement* on January 23, 2008, in Docket Nos. 2007-463 and 2007-471. In that Order, the Commission designated Independence Power Marketing, LLC ("Independence") as a standard offer provider for the residential and small non-residential class in the Central Maine Power Company ("CMP") service territory. Independence was designated to provide standard offer service to 33% of the load for this class for the one-year period beginning March 1, 2008.

In accordance with the Commission's Order, CMP executed the Standard Offer Provider Service Agreement that was attached to Independence's winning bid. CMP hereby files the enclosed Standard Offer Provider Service Agreement with Independence (Attachment 1), in accordance with Section 10 of Chapter 322 of the Commission's Rules, which requires T&D utilities to file with the Commission contracts with competitive electricity providers, including standard offer providers.

In addition, Section 3(A)(2) of Chapter 301 requires each standard offer provider to provide financial assurance that will provide funding for replacement generation service in the event that the standard offer provider fails to provide for uninterrupted service to customers. A copy of the financial assurance for Independence, in the form of an affiliate guaranty, is attached hereto as Attachment 2.

An equal opportunity employer

83 Edison Drive | Augusta, ME 04336

tel (207) 623-3521

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An Energy East Company

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The Independence standard offer bid was not linked to any bid to purchase of CMP's non-divested system contract entitlements to energy and capacity. The highest stand-alone bid for CMP's entitlements was submitted by Constellation Energy Commodities Group, Inc (Constellation). In its Order, the Commission directed CMP to sell these entitlements to Constellation for a one-year period beginning March 1, 2008, as specified in the Constellation stand-alone entitlement bid. Therefore, on January 23, 2008, CMP executed a System Contract Entitlement Agreement (Attachment 3 hereto) and a First Amendment to Comprehensive Credit Support and Final Settlement Calculation Agreement (Attachment 4 hereto).

Please contact me at (207) 621-6546 if the Commission or its Staff has any questions regarding this filing.

Sincerely,

A handwritten signature in black ink, appearing to read "Rich Hevey", with a long, sweeping horizontal line extending to the right.

Richard P. Hevey
Senior Counsel

Attachments

cc: Office of the Public Advocate

Attachment 1

**Standard Offer Provider
Standard Service Agreement**

January, 2008

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STANDARD OFFER PROVIDER SERVICE AGREEMENT

This Agreement made this 23 day of January, 2008, between Central Maine Power Company, a Maine corporation with a principal place of business at 83 Edison Drive, Augusta, Maine 04336 ("T&D") and Independence Power Marketing, LLC, , a Delaware limited liability company with a principal place of business at 85 Broad Street, New York, New York 10004 ("Provider").

1. Basic Understandings

1.1 The Maine Legislature enacted An Act to Restructure the State's Electric Industry Public Law 1997, Chapter 316 codified as 35-A M.R.S.A , §§ 3201-3217 (the "Restructuring Act"). Accordingly, the T&D agrees to provide services to Provider in accordance with the Restructuring Act, the terms of this Agreement, all applicable Maine Public Utilities Commission ("MPUC") Rules and Regulations, the Maine Electronic Business Transactions Standards approved by the Commission ("EBT Standards") the T&D's Terms and Conditions and all applicable FERC jurisdictional tariffs, rate schedules and agreements, the MPUC order designating Provider as the standard offer service provider with respect to the delivery obligations governed by this Agreement, together with the bidder conditions incorporated into such order (the "Order") (all of the foregoing being incorporated herein by reference and further identified in Exhibit C, collectively referred to herein as the "Precepts").

1.2 The Parties agree that, notwithstanding any provision of this Agreement, this Agreement and the Precepts relating to the subject matter of this Agreement shall apply, with the MPUC's order designating Independence Power Marketing LLC as the Standard Offer Service provider and defining its obligations as the Standard Offer Service provider pursuant to the conditions included thereunder and the Bidder Conditions (the "Order") to serve as the preeminent Precept hereunder (the "SOP Obligations"). Accordingly, (a) in the event of any conflict between a term of this Agreement and any Precept, or (b) in the event that any aspect of the parties' transactions relative to the subject matter of this Agreement is not addressed by this Agreement, but is addressed in a Precept, then the applicable Precept shall govern. In the event that a Precept shall change and as a result any provision of this Agreement shall be in conflict with the Precept, the Precept, as changed, shall govern. Upon any change in a Precept which renders a provision of this Agreement inconsistent with the Precept, either party may propose that the MPUC approve a conforming amendment to this Agreement.

1.3 This form of Agreement has been developed for use between the T&D and standard offer providers, and may not be waived, altered, amended, or modified, except as provided herein. Appendix 1 and Exhibits A, B, C, D, E and F, attached hereto and incorporated herein by reference, include additional terms which are a part of this Agreement.

2. Definitions

2.1 Any capitalized terms used in this Agreement and not defined herein shall be

as defined in the applicable Precept listed on Exhibit C.

2.2 "Base Security" shall have the meaning set forth in the MPUC's RFP.

2.3 "Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank Holiday, a holiday recognized by the State of Maine or a holiday as defined by the North American Electric Reliability Council or any successor organization thereto. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. EPT.

2.4 "Credit Rating" "Credit Rating" shall mean the credit rating assigned to the long-term senior unsecured debt of the entity being rated by a Rating Agency, provided, that, if at any time, the Rating Agencies assign more than one credit rating to all or any issuances of such long-term senior unsecured debt (including, without limitation, in the event that any of the Rating Agencies assign different credit ratings to the same issuance of such debt), the Credit Rating shall be determined by reference to the lowest of such credit ratings in effect at such time. In the absence of such a rating by either of Standard & Poor's or Moody's, then the long-term senior unsecured debt rating from Fitch will control.

2.5 "Confidential Information" shall have the meaning set forth in Section 15.1 hereof.

2.6 "Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar third party transaction costs and expenses reasonably incurred by such party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace any Terminated Transaction and the SOP Obligations and all reasonable attorneys' fees and expenses incurred by the Non-Defaulting Party in connection with the termination of any transaction contemplated hereunder and the SOP Obligations.

2.7 "Credit Downgrade Event" means that the Credit Rating assigned to T&D (or its applicable Guarantor) or the Provider (or its applicable Guarantor), as applicable, falls below Investment Grade.

2.8 "Depreciation, Depletion and Amortization Expense" means, with respect to the T&D for any period, the total amount of consolidated depreciation, depletion and amortization expense (exclusive of the amortization of the principal amount of any indebtedness) and other similar non-cash operating charges for such period.

2.9 "Early Termination Date" has the meaning set forth in Section 16.4.

2.10 "EBITDA" means, with respect to the T&D for any period, the aggregate amount of its Net Income plus the sum of (to the extent deducted in calculating Net Income) (i) the aggregate amount of Interest Expense for such period, (ii) the aggregate amount of consolidated income taxes for such period, (iii) Depreciation, Depletion and Amortization Expense for such period, (iv) all amounts (to the extent not already included in (iii) above) attributable to other (a) non-cash operating charges and (b) non-cash non-

operating charges for such period, and (v) all consolidated extraordinary non-cash charges during such period minus, without duplication, all consolidated extraordinary gains during such period.

2.11 "EBITDA Coverage Ratio" means, with respect to any period, the ratio of (i) EBITDA for such period to (ii) the aggregate amount of Interest Expense for such period.

2.12 "Excess Market Exposure Security" shall have the meaning set forth in Appendix 1.

2.13 "EBT Standards" shall have the meaning set forth in Section 1.1 hereof.

2.14 "Effective Date" shall have the meaning set forth in Section 3.1 hereof.

2.15 "EPT" means the prevailing time in Boston, Massachusetts.

2.16 "Fitch" means Fitch IBCA, Inc., its successors and assigns.

2.17 "Gains" means, with respect to any party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the Terminated Transactions and the SOP Obligations, determined in a commercially reasonable manner.

2.18 "Guaranty Cap" shall have the meaning set forth in the MPUC's RFP.

2.19 "Indemnified Party" shall have the meaning set forth in Section 18.1 hereof.

2.20 "Indemnifying Party" shall have the meaning set forth in Section 18.1 hereof.

2.21 "Interest Expense" means, for any period, without duplication, the total consolidated interest expense of the T&D including (i) interest expense attributable to capital leases, (ii) amortization of indebtedness discount and indebtedness issuance costs (including any original issue discount attributable to any issuance of equity securities and indebtedness securities), (iii) capitalized interest, (iv) non-cash interest payments, (v) commissions, discounts and other fees and charges owed with respect to letters of credit and bankers' acceptance financing, (vi) net cash costs under interest rate protection agreements (including amortization of fees), and (vii) consolidated interest actually paid by the T&D under any guarantee of indebtedness or other obligations of any other person.

2.22 "Investment Grade" means (i) with regard to a Credit Rating assigned by Standard & Poor's or Fitch, a Credit Rating equal to or better than BBB-; or (ii) with regard to a Credit Rating assigned by Moody's, a Credit Rating equal to or better than Baa3.

2.23 "ISO-NE" means ISO New England, Inc. or any successor entity.

2.24 "Load Asset" means the asset or assets assigned to the Provider in the ISO-

NE Market System (or its successor) by ISO-NE that represents the obligations of Provider's Share of Standard Offer Service.

2.25 "Losses" means, with respect to any party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of a Terminated Transaction and the SOP Obligations, determined in a commercially reasonable manner, subject to the provisions of Section 19.2.

2.26 "Moody's" means Moody's Investors Service, its successors and assigns.

2.27 "MPUC" shall have the meaning set forth in Section 1.1 hereof.

2.28 "MPUC's RFP shall mean the Request for Proposals to Provide Standard Offer Service to T&D's Residential and Small Commercial for the Term beginning March 1, 2008 , issued on October 9, 2007.

Customers

2.29 "Net Income" means consolidated total revenues and other proper income credits, less all proper income charges, including taxes on income, all determined in accordance with generally accepted accounting principles.

2.30 "Performance Assurance" shall mean, at the election of T&D, either: (a) an irrevocable letter of credit issued by a U.S. office of a commercial bank or trust company organized under the laws of the United States (or any state or a political subdivision thereof) or a Canadian Schedule A Chartered Bank with a U.S. branch office or U.S. affiliate bank and, in either case, having a long term debt rating or deposit rating of at least (A) A3 from Moody's, and (B) A- from Standard & Poor's; or (b) so long as no T&D Credit Downgrade Event has occurred with respect to the T&D Guarantor, a guaranty of the T&D obligations hereunder issued by the T&D Guarantor in substantially the same form as the guaranty delivered by the Provider to the T&D as of the date hereof pursuant to the requirements of Chapter 301 of the MPUC Rules and Regulations; (c) cash; or (d) such other Performance Assurance as is reasonably acceptable to the Provider, in each case in an amount set forth in Exhibit E.

2.31 "Precept(s)" shall have the meaning set forth in Section 1.1 hereof.

2.32 "Provider" shall have the meaning set forth in the preamble hereto.

2.33 "Provider Guarantor" shall mean a corporation that is affiliated with the Provider, is the Provider's wholesale supplier, or is affiliated with the Provider's wholesale supplier, that issues a corporate guaranty on behalf of the Provider in order to satisfy that financial security requirements of Chapter 301 of the MPUC's Rules and Regulations, the MPUC's RFP and this Agreement.

2.34 "Provider's Rates" shall have the meaning set forth in Section 8.2 hereof.

2.35 "Provider's Share" shall have the meaning set forth in Section 8.2 hereof.

2.36 "Rating Agency" means each of Standard & Poor's, Moody's and, to the extent allowed under the definition of Credit Rating in Section 2.4, Fitch, and their successors and assigns.

2.37 "SMD" means ISO-NE Standard Market Design as approved by the United States Federal Energy Regulatory Commission on December 20, 2002, in Docket No. ER-02-2330, and implemented on March 1, 2003, as thereafter supplemented.

2.38 "SOP Obligations" shall have the meaning set forth in Section 1.2 hereof.

2.39 "Standard & Poor's" means Standard & Poor's Rating Group, its successors and assigns.

2.40 "Standard Offer Service" means generation service provided to standard offer customers by Provider as ordered by the MPUC.

2.41 "Tangible Net Worth" means the sum, but without duplication, of (a) the value stated on the books of the T&D of the capital stock of the T&D and its subsidiaries plus (b) the amounts paid in excess of par value plus (c) retained earnings of the T&D and its subsidiaries less any accumulated other comprehensive loss, less (d) goodwill, in each case as such amounts would be shown on a consolidated balance sheet of the T&D and its subsidiaries as of such time prepared in accordance with generally accepted accounting principles.

2.42 "Terminated Transaction" has the meaning set forth in Section 16.4.

2.43 "T&D" shall have the meaning set forth in the preamble hereto.

3. Term

3.1 This Agreement shall become effective on the date hereof ("Effective Date") and shall continue in full force and effect until February 28, 2009 at 11:59 p.m. EPT or such time as this Agreement is terminated in accordance with Section 16 or as otherwise terminated by order of the MPUC. Notwithstanding the Effective Date, the obligations of the T&D hereunder are subject to the satisfaction of, or the express written waiver of, the conditions precedent set forth in Section 4 of this Agreement.

3.2 Upon the expiration or termination of this Agreement, the parties shall no longer be bound by the terms and provisions hereof, except (a) to the extent necessary to enforce any rights or obligations of a party which accrued prior to or upon the expiration or termination and (b) the obligations of the parties hereunder with respect to confidentiality and indemnification shall survive the expiration or termination of this Agreement and shall continue for a period of two (2) years following such expiration or termination, unless otherwise determined by a Precept.

4. Conditions Precedent

4.1 The following requirements shall be conditions precedent to T&D's obligations hereunder:

- A. The Provider shall have provided all information requested in Exhibit B of this Agreement.
- B. The Provider shall maintain a valid Competitive Electricity Provider license from the MPUC, shall be entitled to transact business through ISO-NE, and shall retain its designation by the MPUC to provide Standard Offer Service for Provider's Share.
- C. The Provider shall successfully complete EBT training and EBT/EDI testing with the T&D as described in the Maine EBT Standards.

5. Representations

5.1 Each party represents that, during the term of this Agreement, it is and shall remain in material compliance with all applicable laws, tariffs, and MPUC Rules and Regulations that are related to each party's performance under this Agreement and the provision of Standard Offer Service by the Provider.

5.2 Each person executing this Agreement for the respective parties represents and warrants that he or she has authority to bind that party.

5.3 Each party represents that: (a) it has the full power and authority to execute, deliver and perform this Agreement; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other action by such party; and (c) this Agreement constitutes that party's legal, valid and binding obligation, enforceable against such party in accordance with its terms.

5.4 Each party shall exercise all reasonable care, diligence and good faith in the performance of its duties pursuant to this Agreement, and carry out its duties in accordance with applicable recognized professional standards.

6. Provider's Responsibilities

6.1 Revisions to Exhibit B shall be submitted to the T&D business contact (as identified in Exhibit A) and shall become effective five (5) Business Days after the revised Exhibit B has been submitted, unless the T&D notifies the Provider in writing prior to the expiration of this five (5) Business Day period that the information received is inaccurate or incomplete. Upon receipt of such notice, the Provider shall correct such information within five (5) Business Days thereof. Such corrected revision shall become effective five (5) Business Days after the revised Exhibit B has been re-submitted to the T&D.

6.2 The Provider shall designate a business contact and a technical contact (which

may be the same person) in Exhibit B. The business contact and the technical contact will attend the applicable Maine EBT Competitive Electricity Provider training workshops prior to the Provider being eligible to conduct initial and subsequent EDI/EBT testing. In the event the designated contacts change, the Provider will use its best efforts to arrange for training for the new contact person as soon as practical.

6.3 The T&D shall be entitled to rely on the reasonable representations made by the business contact person designated by the Provider regarding the implementation and administration of the provisions of this Agreement.

6.4 The Provider shall be responsible for its initial testing costs of the Electronic Data Transmission Vehicle ("EDTV") as well as the cost of ensuring that its data transfer system remains compatible with the EDTV used by the T&D as the same may be replaced or modified from time to time.

6.5 The Provider shall be responsible for all relationships with, and the performance of, third party vendors with which it contracts, and the T&D shall be entitled to deal directly with the Provider's technical contact person as to any EDTV issues.

6.6 EBT Standards will be modified or changed in accordance with the procedures outlined in the EBT Standards or any successor Precept. When the EBT Standards are modified or changed, the T&D will review the changes to determine if additional testing is required. If additional testing is warranted, the T&D will propose a testing schedule, and there shall be a reasonable opportunity for testing before EBT modifications are implemented. It shall be the Provider's responsibility to successfully implement modifications and changes in EBT Standards. The T&D will reject invalid or nonconforming EBT transactions.

6.7 If the responsibilities with respect to the ownership of the Load Asset are redefined during the Term of Agreement in accordance with the Precepts, then the Provider shall be responsible for such new products and obligations associated with the Load Asset, including, but not limited to, Day Ahead Load Obligations and Real Time Load Obligations. If the concept of the Load Asset is eliminated during the Term of Agreement, the Provider shall continue to provide the equivalent Day Ahead Load Obligations and Real Time Load Obligations in effect immediately prior to such elimination. Transmission costs under the ISO-NE and T&D utility's Transmission Tariff, and all costs allocated on the basis of Network Load, shall be the responsibility of the T&D utility's customers. The Provider shall be responsible for the provision of and payment for ancillary services which are not included under the ISO-NE Open Access Transmission Tariff and are the responsibility of Load Serving Entities ("LSE's") pursuant to the Precepts, unless the customer opts to assume these responsibilities.

6.8 Provider shall deliver Standard Offer Service to the Maine Load Zone and shall assume all obligations related to this locational definition, or any subsequent definition, of the applicable Standard Offer Service customer load. Any costs imposed on LSEs or marketers in accordance with SMD or any other congestion management plan shall be the responsibility of the Provider, and shall not be the responsibility of the T&D utility. It is the intent of the parties that for each FTR Auction conducted by ISO-NE for month(s) wholly or

partially within the term of this contract, those ARRr received by or credited to T&D for the time period that falls within the term of this contract and associated with Standard Offer Service shall be assigned or paid to Provider. ARRr will automatically be assigned by ISO-NE within the SMD Settlement System to Provider because Provider will own all of the applicable Ownership Shares for the Load Assets associated with Standard Offer Service. However, in the event that any ARRr are assigned by ISO-NE to T&D and a known fraction of those ARRr are associated with Standard Offer Service, T&D shall promptly notify Provider and re-assign or pay such ARRr to Provider.

6.9 The Provider shall be responsible for providing, in a timely manner, all of the data necessary for the T&D to produce and distribute the information disclosure labels required by the applicable Precepts, and shall be responsible for the accuracy of this data; provided, however, that a Provider of Standard Offer Service to medium and large commercial customers shall be required to provide disclosure label information only if such information is requested by a customer.

6.10 If Provider has been designated by the MPUC to provide Standard Offer Service to residential customers in the T&D's service territory, then Provider shall purchase any electricity made available by eligible generators in accordance with Chapter 315 of the MPUC's regulations, any technical specifications adopted thereunder, and the T&D's Terms and Conditions.

7. T&D Services and Responsibilities

7.1 The T&D shall designate a business contact and technical contact (which may be the same person) in Exhibit A hereof. The Provider shall be entitled to rely on the reasonable representations made by the business contact designated by the T&D regarding the implementation and administration of the provisions of this Agreement.

7.2 In the event the Provider defaults on its obligation to provide Standard Offer Service as determined by the MPUC, the T&D may withhold and dispose of funds otherwise payable to the Provider to cover the costs of replacement service, to the degree that it is authorized to do so by the MPUC.

7.3 The T&D will provide all metering functions that are required for the measurement of Standard Offer Service, as may be required by the Precepts. All metered accounts will have either an actual meter reading, or an estimated reading and usage if the actual meter reading is not obtained. For unmetered accounts, usage will be imputed. Should the T&D discover any error in reported billing determinants, it shall notify the Provider via EBT of the correct billing determinants. Notwithstanding the foregoing, the parties acknowledge that the T&D may estimate usage, and such estimated usage shall not be considered a billing error.

7.4 If required by the applicable Precepts, information disclosure labels will be sent by the T&D to Standard Offer Customers. A fee will be charged to the Provider for this service in accordance with the T&D's Terms and Conditions.

7.5 The T&D shall, during the term of this contract, to the extent necessary for the wholesale settlement implementing this Agreement, continue to transact business for the wholesale settlement of load through ISO New England or any successor entity.

7.6 If Provider has been designated by the MPUC to provide Standard Offer Service to residential customers in the T&D's service territory, then T&D shall administer the sale of electricity from eligible generators to the Provider in accordance with Chapter 315 of the MPUC's Rules and Regulations, any technical specifications adopted thereunder, and T&D's Terms and Conditions.

8. Consolidated Utility Billing

8.1. The T&D agrees to provide billing services to the Provider under the terms set forth in the Precepts. The T&D acknowledges it is collecting all amounts owed to Provider hereunder as Provider's agent and such amounts upon collection constitute property of Provider; provided, however, that T&D shall have no obligation to segregate such amounts into separate accounts or to otherwise change its internal accounting processes to recognize that such amounts are property of Provider. The Provider shall be responsible for the T&D Consolidated Utility Billing charges as set forth in the T&D's Terms and Conditions. Bills issued to customers will include T&D's toll-free telephone number for customer inquiries. The T&D shall not be required to include any inserts, with the exception of disclosure labels as appropriate, at the behest of the Provider.

8.2 Standard Offer rates must conform to the Precepts and be supported by meters in place. Provider's Rates and Provider's Share are set forth on Exhibit D attached hereto. Within the time frame established by the applicable Precept, or in the absence of an applicable Precept, then within thirty (30) days of submission of the Provider's rates for testing, the T&D shall complete testing of the rates and provide the test results to the Provider. The Provider shall be responsible for certifying to the T&D its written acceptance of the test results. No rate shall be used in Consolidated Utility Billing until such time as the T&D has completed its testing and the Provider has certified the results of the testing as satisfactory in accordance with this Section. The rates shall be available for use in Consolidated Utility Billing no more than five (5) Business Days after Provider certification of acceptance.

8.3 The T&D will calculate, bill, collect from customers and remit Maine Sales Tax on the appropriate energy charge in accordance with Maine state law.

8.4 The T&D will prepare and mail one bill to the customer which shall include the applicable Standard Offer charge for generation service and any related Maine Sales tax together with the regular monthly bill for T&D Service.

8.5 The T&D shall determine the Provider's payment based on (a) usage by the customer class served by the Provider, multiplied by (b) the Provider's Share, multiplied by (c) the Provider's Rate, minus (d) the applicable allocation for uncollectible revenues set forth in Exhibit A. In the event that there is more than one Provider's Rate applicable to any billing period, the Provider's payment shall be calculated based upon the percentage of days of service in such billing period for which each Provider Rate is in effect. In the event that actual real-time interval meter data becomes available and is used by the T&D for its own billing purposes at any time during the term of this Agreement, the Provider's payment shall be calculated based upon such actual real-time interval meter data. The T&D shall use commercially reasonable efforts to bill its customers substantially according to the schedule set out in Exhibit E. The T&D shall issue payment to the Provider's financial institution designated in Exhibit B via electronic funds transfer within the time frame specified by the applicable Precept, but in the absence of an applicable Precept, then within twenty-six (26) calendar days following the date of billing. In the event that the scheduled transfer date falls on a weekend or holiday, the transfer will be completed on the next Business Day. Simultaneously therewith, the T&D shall provide the Provider with the supporting calculation made by the T&D to determine the Provider's payment. In the event an erroneous amount is transferred, and the amount in error is less than or equal to \$50,000, a transaction to correct the error will be processed on the next available transfer transaction. If the correction amount is greater than \$50,000, the funds will be electronically transferred to the appropriate party the same Business Day, if feasible. In no event shall the period to correct an error greater than \$50,000 exceed two Business Days. If the Provider questions the payment, the Provider may request the T&D documentation supporting the T&D's calculation of the questioned payment in sufficient detail to allow Provider to determine independently whether or not such payment amount is accurate, and T&D shall provide such documentation to Provider within ten (10) Business Days of Provider's request.

9. Transaction Processing

9.1 Except for such transactions for which a different process is set forth in Exhibit A, transactions will be processed in accordance with the EBT Standards. Transactions to which the EBT standards apply include, but are not limited to, account administration and reporting of customer class usage. Any changes in these standard transactions will be in accordance with the EBT Standards. Costs will be borne by the parties in accordance with Chapter 322 of the MPUC's Rules and Regulations. Archiving of data shall be per the EBT Standards or other applicable Precept. Timing and frequency of data transfers shall be in accordance with Exhibit A.

9.2 Each party shall be responsible for archiving data necessary for meeting its own business requirements.

10. Customer Service

10.1 The T&D, and not the Provider, shall be responsible for all aspects of customer service related to Standard Offer Service; provided, however, that Provider shall be responsible for customer inquiries related to information disclosure labels related to

Provider's Share of Standard Offer Service.

11. Load Estimating and Reporting

11.1 The T&D shall develop load profiles and perform the calculation of load settlement obligations in accordance with Chapter 321 of the MPUC's Rules and Regulations, or any successor Precept.

11.2 The process of load estimation involves statistical samples and estimating error. The T&D shall not be responsible for any estimating errors and shall not be liable to the Provider for any costs that are associated with estimating errors which occur when the T&D performs load estimation in accordance with MPUC's Rules and Regulations.

11.3 Errors in the calculation of load settlement obligations may be corrected, and associated financial adjustments may be made, within the time period allowed by ISO-NE. The Provider and the T&D are each responsible for identifying errors in a timely manner. The T&D shall correct errors as soon as practicable after they are identified, but shall not be responsible for any errors which are not identified in time to provide a reasonable period for correction within the time period allowed by ISO-NE.

11.4 In the event that the Provider takes any action to impose liability on the T&D in contravention of this section, the Provider will indemnify and hold harmless the T&D from any costs and expenses incurred by the T&D in any way associated with defending itself from such liability, including the reimbursement of reasonable attorneys' fees, provided that the Provider had sought to impose such liability in contravention of this Section 11 as determined either (i) by mutual agreement of the parties or (ii) by a court or dispute resolution tribunal of competent jurisdiction after exhaustion or lapse of all appellate remedies available.

12. Additional Services

12.1 Additional Services provided by the T&D are set forth in Exhibit A.

13. Fees, Billing and Payment for T&D Services

13.1 The T&D will charge applicable fees to the Provider as set forth in Exhibit A and in the T&D's Terms and Conditions, as approved by the MPUC. The fees set forth in Exhibit A will not be changed during the first year of this Agreement (Residential & Small Commercial classes). Thereafter, the Terms and Conditions will be subject to periodic review and adjustment upon approval by the MPUC. Bills for services provided by T&D under the terms of this Agreement shall be rendered to Provider and shall be due upon receipt of said bill, unless otherwise specified in Exhibit A. Failure of Provider to pay within the T&D's grace period specified in Exhibit A shall entitle the T&D to charge interest on any unpaid balance calculated at the rate established by the Commission pursuant to Chapter 870 of its Rules and Regulations, or any successor Precept. The T&D may set off unpaid amounts against payments otherwise payable to the Provider hereunder.

Amounts subject to a good faith dispute will not be subject to off-set.

13.2 If Provider has been designated by the MPUC to provide Standard Offer Service to residential customers in the T&D's service territory, then T&D shall be entitled to set off against payments otherwise payable to the Provider hereunder any amount owed to eligible generators for electricity purchased by Provider under Chapter 315 of the MPUC's regulations.

14. FINANCIAL SECURITY OF PROVIDER .

14.1 The financial security requirements imposed on the Provider by the MPUC's RFP shall be administered by the T & D.

14.2 The Base Security amount must be furnished to T & D as provided for in the MPUC's RFP. The Order designating Provider as a Standard Offer Provider will indicate the form or forms of financial security that Provider initially will furnish to T & D in order to satisfy the Base Security requirements, including whether the Base Security amounts will decline during the term of service.

14.3 From time to time, as determined by T & D in its discretion, T & D shall calculate the Excess Market Exposure Security. The method that T & D shall use to calculate Excess Market Exposure Security is described in Appendix 1 hereto. To the extent that the Excess Market Exposure Security is not greater than zero, then the Provider shall not be obligated to furnish additional security. To the extent the Excess Market Exposure Security is greater than zero, the T&D may request and the Provider must provide, within three (3) Business Days of T&D's request, additional security in the amount that the Excess Market Exposure Security exceeds zero.

14.4 If the Provider has furnished a corporate guaranty, to the extent that the Excess Market Exposure Security amount plus the Base Security amount is less than or equal to the Guaranty Cap described in the Commission's RFP applicable to the Provider or Provider Guarantor, then the Provider may increase its corporate guaranty to the Excess Market Exposure Security amount plus the Base Security amount.

14.5 If the Provider has furnished cash or a letter credit, or the Provider or Provider Guarantor is not able to satisfy any additional security requirement in form of a corporate guaranty because of the Guaranty Caps, then the Provider may provide cash or another letter of credit (provided that such letter of credit meets the requirements set forth in the MPUC's RFP) in the amount of the Excess Market Exposure Security. To the extent that the applicable Guaranty Cap is greater than the Base Security amount, but less than the Excess Market Exposure Security amount plus the Base Security amount, then the Provider may increase the corporate guaranty to the Guaranty Cap amount, and furnish a letter of credit or cash to secure the amount that the Excess Market Exposure Security amount plus the Base Security amount exceeds the Guaranty Cap amount.

14.6 For the avoidance of doubt, Provider may furnish an unlimited corporate guaranty to T&D and in such case such corporate guaranty shall satisfy Provider's

financial security requirements up to the Guaranty Cap amount.

14.7 Reserved.

14.8 If, after delivery of this Agreement, the Credit Rating of the Provider (or any corporation that has furnished a Provider Guaranty to T & D) is downgraded so that a lower Guaranty Cap applies to the Provider or Provider Guarantor, then the Provider shall promptly, notify the T&D of such downgrade and shall furnish to T&D a letter of credit or cash in the amount of the Base Security amount plus any Excess Market Exposure Security amount minus the Guaranty Cap amount (the "Additional Security"). Such Additional Security shall be delivered by Provider to T&D within (i) two (2) Business Days with respect to a Credit Downgrade Event or (ii) within two (2) Business Days after such notice of downgrade is furnished to T & D with respect to any other downgrade event which results in the application of a lower Guaranty Cap to Provider; provided that for purposes of this clause (ii), Provider's failure to give notice of such downgrade which does not constitute a Credit Downgrade Event shall not constitute a Provider Event of Default under this Agreement.

14.9 To the extent that any security provided by Provider is no longer required by the foregoing provisions of this Section 14 or the provision's of the MPUC's RFP, the T&D shall return such security to the Provider within three (3) Business Days of Provider's request for the return of such security.

14.10 Any dispute with respect to any matter set forth in this Section 14, including any dispute as to the calculation of Excess Market Exposure Security, shall be submitted to the MPUC for resolution. Any determination by the MPUC shall be final and binding upon on the parties.

14.11 (a) If at any time during the Term of this Agreement:

(i) there occurs a Credit Downgrade Event with respect to the T&D, then T&D shall promptly notify the Provider and the MPUC of such Credit Downgrade Event and shall deliver Performance Assurance in an amount set forth on Exhibit E to the Provider within five (5) Business Days of such Credit Downgrade Event; or

(ii) in the case where the T&D does not have or ceases to have a Credit Rating, (i) the Tangible Net Worth of the T&D is less than \$275,000,000 or (ii) (2) the EBITDA Coverage Ratio is less than 2 to 1 (each, a "Trigger Event"), then the T&D shall promptly notify the Provider and the MPUC of such T&D Downgrade Event and shall deliver Performance Assurance to the Provider within five (5) Business Days of such Trigger Event in an amount set forth on Exhibit E.

(b) If, after delivery of Performance Assurance as a result of a T&D Downgrade Event or Trigger Event, as applicable, in the case of a (i) Credit Downgrade

Event, the Credit Rating of the T&D is restored to Investment Grade by both Rating Agencies, and/or (ii) a Trigger Event, the Tangible Net Worth of the T&D is restored to equal \$275,000,000 or more and the EBITDA Coverage Ratio is restored to 2 to 1, the Provider shall return such Performance Assurance to the T&D within three (3) Business Days of notification of such event by the T&D.

(c) All costs associated with obtaining any credit support required by Article 14.11 hereof shall be the sole responsibility of the T&D. The Provider may use, apply or retain the whole or any part of the proceeds of credit support issued in its favor for the payment of amounts owed by the T&D hereunder.

15. Nondisclosure

15.1 Neither party may disclose any Confidential Information obtained pursuant to this Agreement to any third party, except for affiliates of such party to the extent necessary to implement the provisions of the Agreement, without the express prior written consent of the other party. As used herein, the term "Confidential Information" shall include, but not be limited to, all business, financial, and commercial information pertaining to the parties, customers of either or both parties, providers for either party, personnel of either party; any trade secrets; and other information of a similar nature; whether written or in intangible form that is marked proprietary or confidential with the appropriate owner's name. Confidential Information shall not include information known to either party prior to obtaining the same from the other party, information in the public domain, or information obtained by a party from a third party who did not, directly or indirectly, receive the same from the other party to this Agreement or from a party who was not known by the receiving party to be under an obligation of confidentiality to the other party to this Agreement, or information developed by either party independent of any Confidential Information. The receiving party shall use the higher of the standard of care that the receiving party uses to preserve its own Confidential Information or a reasonable standard of care to prevent unauthorized use or disclosure of such Confidential Information. Each receiving party shall, upon termination of this Agreement or at any time upon the request of the disclosing party, promptly return or destroy all Confidential Information of the disclosing party then in its possession.

15.2 Notwithstanding the preceding, Confidential Information may be disclosed to (i) any governmental, judicial or regulatory authority requiring such Confidential Information pursuant to any applicable law, regulation, request, ruling, or order, provided that: (a) such Confidential Information is submitted under any applicable provision, if any, for confidential treatment by such governmental, judicial or regulatory authority; and (b) the other party is given prompt notice of the disclosure requirement so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of any injunction to prohibit such disclosure; provided, however, that such action does not cause a party to be in violation of any law, regulation, subpoena, order or request; and (ii) a third party to the extent pricing information is disclosed for the sole purpose of calculating a published index or other published price source. The party wishing to prevent or limit the disclosure as described in section 15.2(i) shall bear all costs

and expenses incurred by either party in connection with a party's actions to prevent or limit disclosure.

16. Termination: Breach

16.1 Any party, by written notice to the other party ("Breaching Party"), may terminate this Agreement in whole or in part with respect to such Breaching Party or suspend further performance without terminating this Agreement upon the occurrence of any of the following: (a) the Breaching Party terminates or suspends doing business; (b) the Breaching Party becomes subject to any bankruptcy or insolvency proceeding under federal or state law (unless, in the case of an involuntary bankruptcy, such proceeding is removed or dismissed within sixty (60) days from the filing thereof), or becomes insolvent, becomes subject to direct control of a transferee, receiver or similar authority, or makes an assignment for the benefit of creditors; or (c) the Breaching Party fails to make, when due, any payment to the other party required by this Agreement if such failure is not remedied within two (2) Business Days after written notice; or (d) the Breaching Party commits a material breach of any of its obligations under this Agreement or the Terms and Conditions (other than the obligation described in this section 16.1(c)) and has not cured such breach within fifteen (15) days after receipt of a written notice from the other party specifying the nature of such.

16.2 Except in the case of an event set forth in Sections 16.1(a), (b) or (c) (with respect to a Breaching Party's failure to pay undisputed amounts only under Section 16.1(c)), neither Party may suspend performance or terminate this Agreement as a result of an event or occurrence described in subsection 16.1, as to which there is a good faith dispute between the Parties concerning the right of the non-defaulting Party hereunder to terminate this Agreement. The Parties hereby agree to submit such good faith dispute to arbitration pursuant to the provisions of Section 21 hereof, and acknowledge that such obligation shall be subject to enforcement by a decree of specific performance. With respect to any such good faith dispute resolved pursuant to the provisions of Section 21, the time period to cure any default, which shall include payment of any damages determined to have been caused by such default, shall not commence until the issuance of a final arbitration decision; provided, however, that the accrual of such damages shall be from the date of notice of arbitration required under Section 21.2. Neither party may terminate this Agreement if the defaulting Party shall have complied fully with the arbitration decision within the time period set forth therein. If the defaulting Party shall not comply fully with the arbitration decision within such time period, the non-Defaulting Party shall have the right to terminate this Agreement and shall be entitled to recover its direct damages and losses (which shall not include consequential damages) relate to all transactions contemplated between the parties.

16.4 Exercise of Remedies by the T&D. Upon the occurrence of a "Provider Default" under the Order or the occurrence of an Event of Default on the part of the Provider hereunder, the T&D, upon written notice to the Provider, shall have the right (i) to designate a day, no earlier than 3 (three) Business Days after the day such notice is effective and no later than 20 days after such notice is effective, as an early termination date ("Early Termination Date") to accelerate all amounts owing between the parties

hereunder and to liquidate and terminate all, but not less than all, of the transactions contemplated under the SOP Obligations (each, a "Terminated Transaction"), (ii) withhold any payments due to the Provider under any transactions contemplated hereunder and the SOP Obligations, and/or (iv) subject to Section 16.2 of this Agreement, suspend performance under the SOP Obligations, provided however, that in no event shall such suspension continue for longer than ten (10) Business Days.

16.5 Exercise of Remedies by the Provider. Upon the occurrence of an event entitling the Provider to terminate the SOP Obligations or the occurrence of an Event of Default on the part of the T&D hereunder, the Provider, upon written notice to the T&D, shall have the right (i) to designate an Early Termination Date to accelerate all amounts owing between the parties hereunder and to liquidate and terminate all, but not less than all, of the transactions under the SOP Obligations, (ii) withhold any payments due to the T&D under any transactions contemplated hereunder and the SOP Obligations and/or (iv) subject to Section 16.2 of this Agreement, suspend performance under under any transactions contemplated hereunder and the SOP Obligations, provided however, that in no event shall such suspension continue for longer than ten (10) Business Days.

16.6 Calculation of Termination Payment. Upon termination of this Agreement pursuant to Section 16.4 or Section 16.5, the Non-Defaulting Party shall calculate, in a commercially reasonable manner, the Losses (or Gains) and Costs, expressed in U.S. Dollars, which such Non-Defaulting Party incurred as a result of the termination of the Terminated Transactions and this Agreement, and as a result of the termination of the Provider as the standard offer provider. The Non-Defaulting Party shall set off (i) all such Gains, plus all other amounts due to the Defaulting Party under the Terminated Transactions and the Provider's SOP Obligations, against (ii) all such Losses and Costs, plus all other amounts due from the Defaulting Party under the the Terminated Transactions and the Provider's SOP Obligations, so that all such amounts shall be netted to a single liquidated amount (the "Termination Payment") payable by one party to the other. The Termination Payment shall be due to or due from the Non-Defaulting Party as appropriate. The parties agree that in calculating its Gains, Losses and Costs, the T&D shall assume for purposes of such calculations that it will be required by the MPUC to provide replacement SOS for the remainder of the term for which Provider would have been obligated to provide SOS had this Agreement not been liquidated and terminated. The quantities to be used in calculating the Termination Payment (the "Termination Quantity") shall reflect the load of the customers at the time of termination, which shall be deemed to be those quantity amounts that would have been delivered by Provider to such customers on an hourly basis had this Agreement been in effect during the previous calendar year, adjusted for such standard offer service customer load changes as have occurred since the previous calendar year. The T&D shall make available to the Provider the appropriate historical load data representing the actual settlement quantity amounts during the twelve (12) months preceding the commencement of such Provider's obligations under this Agreement in the event that Provider is required to determine the Termination Quantity during the first year of the term of this Agreement. The Termination Payment also shall take into consideration (i) any power delivered by Provider to satisfy standard offer service customer load requirements delivered before the early termination

date established by the Provider for which payment has not yet been made and (ii) any fees and expenses that Provider would have owed the T&D under this Agreement.

16.7 Notice of Termination Payment. As soon as practicable after a liquidation, notice shall be given by the Non-Defaulting Party to the Defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the Non-Defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the party that owes it within five (5) Business Days after such notice is effective.

16.8 Disputes With Respect to Termination Payment. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within five (5) Business Days of receipt of Non-Defaulting Party's calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the Defaulting Party, the Defaulting Party first shall pay the undisputed portion of the Termination Payment to the Non-Defaulting Party pursuant to Section 16.6 above, and then deposit into an interest bearing escrow account for the benefit of the prevailing party an amount equal to the disputed portion of such Termination Payment.

17. Force Majeure

17.1 Neither party shall be considered in default under this Agreement or responsible in tort, strict liability, contract or other legal theory to the other party for damages of any description for any interruption or failure of service or deficiency in the quality or quantity of service, or any other failure to perform if such failure is not caused by the affected party's fault or negligence, is caused by factors beyond the party's reasonable control and that by exercise of reasonable diligence the party is unable to prevent or overcome, including without limitation, storm, flood, lightning, earthquake, explosion, civil disturbance, labor dispute, sabotage, war, insurrection, act of God or the public enemy, action of a court, public authority or Independent System Operator, or unplanned-for emergency system conditions experienced by ISO-NE, including but not limited to a shortage of available electric generating capacity or an insufficiency of transmission or distribution facilities required for the delivery of power hereunder, such that ISO-NE either must suspend the supply of one or more of the products required to be delivered under this Agreement (any such event, a "Force Majeure"). Notwithstanding the foregoing, economic hardship of either Party shall not constitute a Force Majeure under this Agreement. Any obligation to pay an amount otherwise owed may not be excused by Force Majeure.

17.2 If either Party is rendered wholly or partly unable to perform its obligations hereunder because of Force Majeure as defined above, that Party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

A. The non-performing Party will, as soon as practicable after the occurrence of Force Majeure, give the other Party written notice describing the particulars of the

occurrence,

B. The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and

C. The non-performing Party uses due diligence to remedy its inability to perform.

The non-performing Party shall inform the other Party of when it expects to remove the cause and what steps it is taking to cure.

18. Indemnification

18.1 Each party ("Indemnifying Party") shall indemnify, defend and hold the other Party ("Indemnified Party") and its partners, shareholders, members, directors, officers, employees and agents (including, but not limited to, affiliates and contractors and their employees), harmless from and against all Claims suffered or incurred by such Indemnified Party arising out of the Indemnifying Party's negligence or willful misconduct. In the event injury or damage results from the joint or concurrent negligent or willful misconduct of the Parties, each Party shall be liable under this indemnification in proportion to its relative degree of fault. Such duty to indemnify shall not apply to any claims which arise or are first asserted more than two (2) years after the termination of this Agreement.

18.2 Each Indemnified Party shall promptly notify the Indemnifying Party of any Claim in respect of which the Indemnified Party is entitled to be indemnified hereunder. Such notice shall be given as soon as is reasonably practicable after the Indemnified Party becomes aware of each Claim; provided, however, that failure to give prompt notice shall not adversely affect any Claim for indemnification hereunder except to the extent the Indemnifying Party's ability to contest any Claim by any third party is materially adversely affected. The Indemnifying Party shall have the right, but not the obligation, at its expense, to contest, defend and litigate, and to control the contest, defense or litigation of, any Claim by any third party alleged or asserted against any Indemnified Party arising out of any matter in respect of which such Indemnified Party is entitled to be indemnified hereunder. The Indemnifying Party shall promptly notify such Indemnified Party of its intention to exercise such right set forth in the immediately preceding sentence and shall reimburse the Indemnified Party for the reasonable costs and expenses paid or incurred by it prior to the assumption of such contest, defense or litigation by the Indemnifying Party. The Indemnifying Party shall not settle any claim without first obtaining the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld. If the Indemnifying Party exercises such right in accordance with the provisions of this Section 18 and any Indemnified Party notifies the Indemnifying Party that it desires to retain separate counsel in order to participate in or proceed independently with such contest, defense or litigation, such Indemnified Party may do so at its own expense. If the Indemnifying Party fails to exercise its rights set forth in the third sentence of this paragraph, then the Indemnifying Party will promptly reimburse the Indemnified Party for its reasonable costs and expenses incurred in connection with the contest, defense or litigation of such Claim.

18.3 For purposes of this Section 18, "Claim" means any claim or action threatened or filed by a person other than a party hereto, and whether groundless, false or fraudulent, that directly or indirectly relates to the subject matter of an indemnity, and the resulting losses, damages, expenses, attorney's fees and court costs, whether incurred by settlement or otherwise, and whether such claims or actions are threatened or filed prior to or after the termination of this Agreement.

19. Limitation of Liability

19.1 Each party's liability to the other party for any loss, claim, injury liability, or expense, including reasonable attorneys' fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage actually incurred.

19.2 IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, WHETHER IN CONTRACT, TORT OR STRICT LIABILITY, EXCEPT IN THE EVENT OF AN ACTION COVERED BY THE INDEMNIFICATION PROVISIONS OF SECTION 18, IN WHICH EVENT THIS SECTION 19 SHALL NOT BE APPLICABLE.

20. Terms and Conditions

20.1 The parties agree to act in compliance with the T&D's Terms and Conditions at all times. In the event the terms of this Agreement conflict with the T&D's Terms and Conditions, the Terms and Conditions shall control.

21. Dispute Resolution

21.1 In the event of any dispute between the parties hereto as to a matter referred to within this Agreement or as to the interpretation of any part of this Agreement, the parties shall refer the matter to their duly authorized representatives for resolution. Should such representatives of the respective parties fail to resolve the dispute within ten (10) days from such referral, the parties agree that any such dispute, except for those disputes which the MPUC has authority to resolve under applicable law, will not be referred to any court but will be referred to binding arbitration, in accordance with Section 21.2 of this Agreement, in the city where the T&D's central office is located. It is the intent of the parties that, to the extent that the MPUC has authority to resolve any dispute between the parties which is related to this Agreement, such dispute will be resolved by the MPUC. If the parties do not agree as to whether the MPUC has authority to resolve a particular dispute, either party may petition the MPUC to make a determination as to whether it has such authority. A copy of the Petition will be forwarded to the Public Advocate. Arbitration proceedings regarding any such dispute shall be stayed pending the MPUC's determination as to whether it has authority to resolve the dispute in question.

21.2 If any dispute that is eligible for arbitration has not been resolved by the duly

authorized representatives of the parties within ten (10) days from referral to them, either party may give notice in writing to the other of its desire to submit the dispute to arbitration, and may designate an arbitrator. A copy of such written notice shall also be sent to the Administrative Director of the MPUC and to the Public Advocate. Within fifteen (15) days after the receipt of such notice, the other party may, in writing, serve upon the party invoking such arbitration, a notice designating an arbitrator on its behalf. The two arbitrators so chosen shall within fifteen (15) days after the appointment of the second arbitrator, in writing, designate a third arbitrator. Upon the failure of the party notified to appoint the second arbitrator within such time, the party invoking such arbitration may proceed with the single arbitrator. If the first and second arbitrators are unable to agree on a third arbitrator within fifteen (15) days of the appointment of the second arbitrator, the first and second arbitrator shall invoke the services of the American Arbitration Association to appoint a third arbitrator. Said third arbitrator shall, to the extent practicable, have special competence and experience with respect to the subject matter under consideration. An arbitrator so appointed shall have full authority to act pursuant to this Section. No arbitrator, whether chosen by a party hereto or appointed, shall have the power to amend or add to this Agreement. The party calling the arbitration shall, within twenty (20) days after either (i) the failure of the other party to name an arbitrator or (ii) the appointment of the third arbitrator, as the case may be, fix, in writing, a time and a place of hearing (which shall be in the city where the T&D's central office is located), to be not less than twenty (20) days from delivery of notice to the other party. The arbitrator or arbitrators shall, thereupon, proceed promptly to hear and determine the controversy pursuant to the then current rules of the American Arbitration Association for the conduct of commercial arbitration proceedings, except that if such rules shall conflict with the then current provisions of the laws of the State of Maine relating to arbitration, such conflict shall be governed by the then current provisions of the laws of the State of Maine relating to arbitration. Such arbitrator or arbitrators shall fix a time within which the matter shall be submitted to him or them by either or both of the parties, and shall make his or their decision, within ten (10) days after the final submission to him or them unless, for good reasons to be certified by him or them in writing, he or they shall extend such time. The decision of the single arbitrator, or two of the three arbitrators, shall be taken as the arbitration decision. Such decision shall be made in writing and in duplicate, and one copy shall be delivered to each of the parties. The arbitrator or arbitrators by his or their award shall determine the manner in which the expense of the arbitration shall be borne, except that each party shall pay the costs of its own counsel, except as provided for in Section 11.4. Each party shall accept and abide by the decision. The award of the arbitral tribunal shall be final except as otherwise provided by applicable law. Judgment upon such award may be entered by the prevailing party in any court designated in Section 23, or application may be made by such party to any such court for judicial acceptance of such award and an order of enforcement.

21.3 This agreement to arbitrate and any award made hereunder shall be binding upon the successors and assigns and any trustee or receiver of each party.

21.4 No dispute shall interfere with the parties' continued fulfillment of their obligations under this Agreement pending the outcome of the arbitration.

22. Notice

22.1 Except as otherwise specified in this Agreement, any notice, demand or request required or authorized by this Agreement to be given to a party shall be given in writing and delivered by hand, courier or overnight delivery service or mailed by certified mail (return receipt requested), postage prepaid to such party at the address set forth below.

Notice to T&D:

Eric N. Stinneford
Vice President, Controller, Treasurer and Clerk
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Tel: (207) 621-7870
Fax: (207) 621-4714

With Copies to:

Legal Department
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Tel: (207) 621-6546
Fax: (207) 621-5908

and

Susan Clary
Manager, Settlement, Load Research & Supplier Services
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Tel: (207) 621-7890
Fax: (207) 621-6538

Notice to Provider:

Leslie Biddle
Vice President
Independence Power Marketing, LLC
c/o J. Aron & Company
85 Broad Street, 4th Floor
New York, NY 10004

With Copies to:
Jeremy Wodakow

J. Aron & Company
85 Broad Street, 4th Floor
New York, NY 10004

and

Meg Vaden
Legal Department
Goldman, Sachs & Co.
One New York Plaza, 38th Floor
New York, NY 10004

22.2 The designation of such person or address may be changed at any time by either party upon written notice given as aforesaid. Any notice delivered by hand, courier or overnight delivery service, or sent by certified mail, shall be effective upon receipt.

23. Governing Law

23.1 Interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by the laws of the State of Maine, except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Except for those matters covered in this Agreement and under the authority of the MPUC, any legal action or proceeding arising under or relating to this Agreement must, if it is not subject to arbitration hereunder, be brought in a court of the State of Maine or a federal court of the United States of America located in the State of Maine. For example, any action to enforce an arbitration demand or to confirm or enforce an arbitration award shall be brought in such courts. Both parties hereby consent to the exclusive jurisdiction of the State of Maine for the purpose of hearing and determining any action that is not subject to arbitration or the authority of the MPUC.

24. Enforceability

24.1 In the event that any portion or part of this Agreement is deemed invalid, against public policy, void or otherwise unenforceable by a court of law, the remaining portions of this Agreement shall continue in full force and effect.

25. Assignment and Delegation

25.1 Neither party to this Agreement may assign any of its rights or obligations under this Agreement, except with the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed, provided that a party may assign this Agreement to any of its affiliates or to a successor in interest of such party by virtue of a merger, acquisition or similar corporate transaction involving all or substantially all of the assets of the assigning party, in each case without obtaining the consent of the other party, upon the assumption by assignee of all of assignors rights and obligations under this Agreement; provided, that such assignee has been designated as a Provider by the

MPUC. Any assignment in violation of this Section 25 shall be void.

25.2 Notwithstanding the previous paragraph, either party may subcontract its duties under this Agreement to a subcontractor provided that the subcontracting party shall remain fully responsible as a principal and not as a guarantor for performance of any subcontracted duties, and shall serve as the point of contact between its subcontractor and the other party, and the subcontractor shall meet the requirements of any applicable laws, rules, regulations, and Terms and Conditions. The subcontracting party shall provide the other party with thirty (30) calendar days' prior written notice of any such subcontracting, which notice shall include such information about the subcontractor as the other party shall reasonably require.

26. Amendment

26.1 This Agreement may be amended by an instrument in writing, signed by both Parties, or by Order of the MPUC. No amendment or modification shall be made by course of performance, course of dealing, or usage of trade.

26.2 All amendments to this Agreement must be filed with the MPUC by the T&D.

27. Miscellaneous

27.1 This Agreement, including all attachments and exhibits hereto and such other documents as are explicitly incorporated herein by reference, is the entire agreement between the parties and supersedes all other agreements, communications, and representations related to the subject matter hereof.

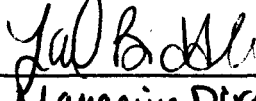
27.2 Any waiver at any time by either party of its rights with respect to a default under this Agreement, or with respect to any other matter arising in connection with this Agreement, shall not be deemed a waiver with respect to any other or subsequent default or matter and no waiver shall be considered effective unless in writing.

27.3 The parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.


27.4 This Agreement, and any modification of the foregoing, may be executed and delivered in counterparts, including by a facsimile transmission thereof, each of which shall be deemed an original.

27.5 In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date above.

INDEPENDENCE POWER MARKETING, LLC

By  M/V
Title Managing Director

CENTRAL MAINE POWER COMPANY

By 
Title Vice President-Controller,
Treasurer & Clerk

APPENDIX 1**Calculation of Excess Market Exposure Security**

In accordance with the terms of the Commission's Request for Proposals to Provide Standard Offer Service dated October 9, 2007, (the "RFP") and the provisions of this Agreement, Provider must provide Excess Market Exposure Security to T&D if the positive difference between (i) the replacement cost of Standard Offer Service supply and (ii) the Provider's committed supply cost exceeds the amount of Base Security furnished by Provider. The amount of Excess Market Exposure Security required will be determined on a periodic basis using the following formulae.

Excess Market Exposure Security = the greater of:

$$[(\text{Replacement Cost} - \text{Committed Cost}) - \text{Base Security}]$$

Or zero

Where:

Base Security = the amount furnished by Provider to T&D in the form of cash, letter of credit or corporate guarantee in accordance with the RFP

Committed Cost = the product of the Provider's Standard Offer Service rate(s) accepted by the Commission and the Remaining Load

Replacement Cost = the product of the Replacement Price and the Remaining Load

Remaining Load = the monthly reference quantities of demand, peak and off-peak Standard Offer Service load provided in the RFP, prorated to reflect the Provider's Share and the remaining term of the Provider's Standard Offer Service supply obligation, and further adjusted to reflect the subsequent migration of significant customer loads to or from the applicable Standard Offer Service

Replacement Price = for each month of the remaining term of Provider's Standard Offer Service supply obligation, the product of the applicable HUB Price and the Retail Ratio

Hub Price = the current daily index price for future wholesale monthly energy traded at the ISO-NE Mass Hub location, as published by NYMEX ClearPort for the following product listings:

ISO-NE Off-Peak LMP Swap
ISO-NE Internal Hub Peak LMP Swap

Or, if such listings are not available, an equivalent published index price

Retail Ratio =

for each month of Provider's Standard Offer Service supply obligation, the quotient of the Provider's weighted average accepted Standard Offer Service price and the corresponding weighted average Hub Price, as published on the date of the Commission's acceptance of Provider's rate(s). In each such calculation, the monthly average price will be an average of the monthly time-differentiated prices, weighted by the Standard Offer Service volume of Remaining Load applicable to the period of each time-differentiated price.

The Retail Ratio may be adjusted to reflect any significant, unanticipated structural changes in the regional wholesale market that materially increase or decrease the incremental cost of retail Standard Offer Service supply relative to wholesale energy prices.

EXHIBIT E

STANDARD OFFER PROVIDER SERVICE AGREEMENT

The Performance Assurance for this Agreement is calculated to be \$12,508,318.07.

**EXHIBIT F
METER READ SCHEDULE**

2008 Meter Reading Schedule

	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan
	(2007)	(2008)												(2009)
CYCLE	READ DATE													
1	3	3	1	3	1	1	2	1	1	2	1	**1	2	2
2	4	4	4	4	2	2	3	2	4	3	2	**1	3	5
3	5	7	5	5	3	5	4	3	5	4	3	3	4	6
4	6	8	6	6	4	6	5	7	6	5	6	4	5	7
5	7	9	7	7	7	7	6	8	7	8	7	5	8	8
6	10	10	8	10	8	8	9	9	8	9	8	6	9	9
7	11	11	11	11	9	9	10	10	11	10	9	7	10	12
8	12	14	12	12	10	12	11	11	12	11	10	10	11	13
9	13	15	13	13	11	13	12	14	13	12	14	12	12	14
10	14	16	14	14	14	14	13	15	14	15	15	13	15	15
11	17	17	15	17	15	15	16	16	15	16	16	14	16	16
12	18	18	19	18	16	16	17	17	18	17	17	17	17	19
13	19	21	20	19	17	19	18	18	19	18	20	18	18	20
14	20	22	21	20	18	20	19	21	20	19	21	19	19	21
15	21	23	22	21	22	21	20	22	21	22	22	20	22	22
16	24	24	25	24	23	22	23	23	22	23	23	21	23	23
17	26	25	26	25	24	23	24	24	25	24	24	24	24	26
18	27	28	27	26	25	27	25	25	26	25	27	25	26	27
19	28	29	28	27	28	28	26	28	27	26	28	26	29	28
20	31	30	29	28	29	29	27	29	28	29	29	**30	30	29
20A	31	31	29	31	30	31	30	31	31	30	31	30	31	31

EXHIBIT A to Standard Offer Provider Contract

T&D SPECIFIC PROVISIONS
of
Central Maine Power Company

CMP's Utility Business Contact: Susan Clary, Manager, Settlement, Load Research and Supplier Services

T&D Utility Technical Contact: Susan Roberts, Supplier Services Coordinator

T&D Utility Facsimile Number: (207) 621-6538

EDI Processing Schedule:

The EDI processing schedule for transmitting data is on CMP's Competitive Electricity Provider website page.

CMP's Services and Fees for Providers:

Section 43 of CMP's Terms and Conditions lists CMP's services to Providers and applicable fees, which will remain in effect for the first year of the bid period. For multi-year bids, terms and conditions will be subject to annual review and adjustment upon approval by the MPUC.

Meter Reading and Billing Cycles:

CMP has 20 meter reading and billing "cycles" each month. Actual or estimated meter readings may be used for customer billing.

Standard Offer Rate Classes:

Standard Offer Rate Classes for CMP's customers are as follows:

Residential/Small Commercial: Includes all customers defined as residential by CMP's Terms and Conditions, and non-residential customers that take service under a core customer class that does not include a demand charge.

Medium Non-Residential: Includes all non-residential customers that take service under a core customer class that includes a demand charge and in which a customer's maximum demand does not exceed 399 kW more than once in the preceding 12 months.

Large Non-Residential: Includes all non-residential customers that are not small non-residential or medium non-residential customers.

Consolidated Utility Billing for Standard Offer:

The Provider must submit the Consolidated Billing Services request form located on CMP's website. The Provider must also complete EDI testing of the appropriate Electronic Business Transactions for Standard Offer as specified in CMP's EDI test plan.

1. **Billing Services:** The Consolidated Utility Billing Service includes bill calculation, printing, mailing, collections, remittance processing and funds transfers. CMP will assess a fee to the Provider for each bill issued, in accordance with CMP's Terms and Conditions. The fee will be computed and assessed monthly, based on a) the number of bills issued for each Standard Offer Rate Class, times b) the fee per bill, times c) the Provider's share of total load(s) for the rate class(s).
2. **Bill Format:** The Standard Bill Format for Consolidated Utility Billing will be in compliance with the applicable Precepts. Standard specifications for field sizes and decimal places for rates and rate descriptions shall be the same as for CMP's charges.
3. **Rates:** CMP's available Standard Offer Rate Structures can have kWh and kW demand usage values. For the Large Class, they can include flat, time-of-use (combination of any of the 3 T&D periods), and seasonal structures.
4. **Rate changes:** Rate changes will be implemented on a prorated basis. During the bid period, the initial price change and any subsequent seasonal price changes will be effective for all customers on the affected rate as of a specific date, and usage for the billing period will be prorated accordingly between the new rate and the prior rate on Customer bills. Rate changes that involve changing the rate structure under which a customer is billed can only be implemented on a non-prorated basis. A rate structure change that occurs at the beginning of a standard offer bid period will occur on a prorated basis. No more than one rate level or rate structure change can be implemented per month for any account.
5. **Payments:** CMP will pay the Provider for all energy sold to Standard Offer Customer based upon the Provider's bid price(s) and the Provider's percentage of total load for the Standard Offer rate class(s), less an allowance for uncollectible accounts, as specified in this Agreement. CMP will transfer payments to the Provider in accordance with the applicable Precept via ACH to the bank account designated in the Provider's Consolidated Billing Services request form.
6. **Cost of Uncollectibles:** The allowances for uncollectible accounts for the term of this Agreement are as follows:

Residential and Small Non-Residential Class:	1.2%
Medium Non-Residential Class:	0.2%
Large Non-Residential Class:	0.1%

Net Energy Billing:

Net Energy Billing is available to certain customers in accordance with the applicable Precepts. For these customers, the usage amount transmitted to the Provider will be the Customer's net usage, and the Provider's load obligation will be based on the Customer's net usage. A month end adjustment will be done to reduce the Provider's monthly load obligation by the amount of any excess generation produced by these customers. CMP will notify the Provider's business contact (or designated agent) via e-mail of the dollar amount of the monthly Net Energy Billing adjustment. The e-mail notice will reference the cycle bill date, the payment date and state what the total payment would have been

without the Net Energy Billing Adjustment, as well as what the new Net Energy Billing adjusted payment will be. The Net Energy Billing adjusted payment amount in this e-mail will replace the dollar amount shown in the 810-3 EDI transaction that Provider received for the referenced cycle bill date.

The Provider will be responsible for the cost of payments or bill credits provided to customers by CMP for any excess generation in accordance with the applicable Precepts, net energy billing contracts and any future decisions by the MPUC. The Provider agrees to accept these responsibilities with respect to customers receiving Standard Offer service.

Small Generator Aggregation:

Small Generator Aggregation is available to certain customers with eligible generators in accordance with the applicable Precepts including, without limitation, Chapter 315 of the MPUC's regulations and Section 51 of T&D's Terms and Conditions. If Provider has been designated by the MPUC to provide standard offer service to residential customers in T&D's service territory, then Provider shall purchase any electricity made available by eligible generators in accordance with Chapter 315 of the MPUC's regulations and any technical specifications adopted thereunder. For generators that elect real time nodal clearing prices, T&D will report the hourly generation for each eligible generator to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE. Consistent with the timing requirements of ISO-NE SMD, Manuals 20, 28 & 29, the daily or monthly generation for each eligible generator will be reported to ISO-NE. If any changes are made to the daily generation values during the monthly resettlement process, T&D will report the changes to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE. Generators with a nameplate capacity of 1 MW or less may elect to not install the necessary hourly metering that is required to receive the real-time nodal clearing price for the node on which the generator is connected. In such a case, generators choosing this option will have their generation netted against their load over the billing cycle used for retail electricity service and will be paid the average monthly real time clearing price for the Maine Zone, for any excess generation, rather than the otherwise applicable real-time nodal clearing price. On a monthly basis, T&D shall invoice Provider for the amount of electricity delivered by eligible generators. The Provider shall pay the amount of such invoice within ten (10) days of receipt. Upon receipt of payment from Provider for generation delivered by a customer with an eligible generator, T&D shall pay such customer the amount that it receives from Provider, less any fees that T&D is authorized to deduct in accordance with applicable Precepts.

Off-Cycle Terminations:

A Competitive Electricity Provider or Customer may request an off-cycle termination of service from the Competitive Electricity Provider as of a desired date. In either case, the Customer will be transferred to the Standard Offer as of the effective date of the termination. The requesting party must specify whether usage should be prorated, or an actual meter reading should be obtained for billing purposes.

If an actual meter reading is required, CMP will schedule it as soon as is practicable, usually within three (3) business days. If the Provider or Customer requests an off-cycle read on a specific date, CMP will honor that date if possible. When an actual meter reading for an off-cycle drop is requested for a

Customer with kW demand, the kW demand billing determinants will be measured separately for each partial period of the normal billing cycle.

If usage is prorated, the off-cycle termination will be effective on the date requested, as long as the request is made at least one day in advance.

Fees for off-cycle terminations will be charged to the requesting party, in accordance with CMP's Terms and Conditions.

Load Obligation & Settlement Calculations:

CMP shall determine the Supplier's hourly loads and report such to the ISO-NE in accordance with ISO-NE's Standard Market Design (SMD), the applicable Manuals are as follows: Manual 20 – Installed Capacity, Manual 28 – Market Rule 1 Accounting, and Manual 29 – Billing, and the MPUC Chapter 321 Rule, "Load Obligation and Settlement Calculations for Competitive Providers of Electricity". CMP is the "Assigned Meter Reader" with ISO-NE for the Provider's load asset account.

1. CMP will develop Load Profiles for three customer groups: Residential, Small Commercial and Industrial (Small C&I) and Medium Commercial & Industrial (Medium C&I). CMP's breakpoint for the Small C&I profiled customer group is 20 kW or less. The Medium C&I profiled customer group is greater than 20 kW and less than 400 kW. CMP will develop Deemed Load Profiles for unmetered loads. Profiles are available to providers on CMP's website.
2. CMP will use telemetered interval data adjusted for line losses for all telemetered customers who are read daily to develop customer-specific Dynamic Load Profiles for settlement. (Interval meters installed for surveying purposes are considered temporary and are not available for use in individual billing or settlement calculations.) All CMP customers whose maximum monthly demand equals or exceeds 400 kW will be telemetered.
3. Each profile will contain 24-hourly profiles that may be used to represent each day of a year. Each daily load profile will represent an average per-customer load at the point of retail delivery. Each profile will represent a 24-hour day that can be identified by an indicator such as month, day of the week, weather condition, and so forth.
4. Daily Settlement Reports: By 1 p.m. of the second business day following the trading period, CMP will report the hourly load responsibility of the Provider to ISO-NE in conformance with ISO-NE requirements, and to the Provider in the same format via the same means used to transmit the data to ISO-NE.
5. Monthly Settlement Reports: Consistent with the timing requirements of ISO-NE SMD, Manuals 20, 28 & 29, the daily or monthly load responsibility for each Provider will be re-estimated using the most recent monthly kWh billing information. The methodology for calculating the Provider load responsibility will be identical to the daily method but the daily estimated energy use of profiled customers will reflect the billing kWh for that month. The monthly energy differences will be reported to ISO-NE in accordance with their requirements. The monthly settlement will be reported in the same format to the Provider as the monthly energy difference, or the hourly difference, via electronic mail to the Provider.

MPUC Reporting: CMP files sampling and data validation reports, and profiling methodology reports with the MPUC in accordance with MPUC rules. CMP's current line-loss study filed with the MPUC is posted on CMP's Competitive Electricity Provider website.

EXHIBIT B

STANDARD OFFER PROVIDER INFORMATION

The Provider shall submit revisions to this document within 5 working days of any changes to the information herein.

Licensed Provider Name: Independence Power Marketing, LLC
Corporate Address: 85 Broad Street, New York, NY
Dun & Bradstreet number: 006980312
Date of MPUC License: January 27, 2004

Business contact: Jeremy Wodakow
Title: Associate
Phone number: 212-902-0770
Facsimile number: 646-835-8777
E-mail address: jeremy.wodakow@gs.com

Technical EDI contact:
Title: Mitun Sinha
Phone number: 212-902-2138
Facsimile number: 212-346-2688
E-mail address: mitun.sinha@gs.com

<u>Dun's +4 Number:</u>	<u>ISO-NE Load Asset #:</u>	<u>Effective Date:</u>	<u>Description for use :</u>
0069803120006 + 4	14838	March 1, 2008	SOP-Res 33%
_____ + _____	_____	_____	_____
_____ + _____	_____	_____	_____

Authorized Signature: _____

Print Name: Leslie Biddle

Title: Managing Director

Date: 2/7/08

EXHIBIT C PRECEPTS

The Precepts encompassed in this Agreement include the following, but are not limited to:

- **Maine's Restructuring Act: Chapter 316** codified as 35-A M.R.S.A §§ 3201-3217
- **Maine Public Utilities Commission Rules and Regulations:**
 - Chapter 301** Standard Offer Service
 - Chapter 305** Licensing Requirements, Annual Reporting, Enforcement and Consumer Protection Provisions for Competitive Provision of Electricity
 - Chapter 306** Uniform Information Disclosure and Informational Filing Requirement
 - Chapter 315** Small Generator Aggregation
 - Chapter 321** Load obligation and Settlement Calculations for Competitive Providers of Electricity
 - Chapter 322** Metering, Billing Collections and Enrollment Interactions Among Transmission and Distribution Utilities and Competitive Providers of Electricity
 - Chapter 320** Service Standards of Electric Utilities
 - Chapter 81** Residential Utility Service Standards for Credit and Collection Programs
 - Chapter 86** Disconnection and Deposit Regulations for Non-Residential Utility Service
 - Chapter 870** Late Payment Charges, Interest Rates to be Paid on Customer Deposits, and Charges for Returned Checks
 - Chapter 313** Customer Net Energy Billing
 - Chapter 360** Cogeneration and Small power Production
- Terms & Conditions of the T&D Utility filed and approved by the MPUC
- Maine Electronic Business Transaction Standards
- Second Restated NEPOOL Agreement
- ISO-NE Tariff
- Any other applicable FERC jurisdictional tariff, rate schedule or agreement

EXHIBIT D

Provider's Share and Provider's Rates

CMP Residential

and Small General Service

Provider's Rates

Provider's Share

March 2008 through February 2009 \$0.09802 per kWh

33%

Attachment 2

January 23, 2008

Central Maine Power Company
83 Edison Drive
Augusta, Maine 04336

Attention: Susan Clary

Ladies and Gentlemen:

For value received, The Goldman Sachs Group, Inc. (the "Guarantor"), a corporation duly organized under the laws of the State of Delaware, hereby unconditionally guarantees the prompt and complete payment when due, whether by acceleration or otherwise, of all obligations and liabilities, whether now in existence or hereafter arising, of Independence Power Marketing, LLC, a subsidiary of the Guarantor and a limited liability company duly organized under the laws of the State of Delaware (the "Company"), related to the provision of standard offer service to customers of **Central Maine Power Company** (the "T&D") pursuant to the Maine Public Utility Commission (the "MPUC") order dated January 23, 2008 designating the Company as such standard offer provider, together with the bidder conditions incorporated into such order (the "Order"). This Guaranty is one of payment and not of collection.

The Guarantor hereby waives notice of acceptance of this Guaranty and notice of any obligation or liability to which it may apply, and waives presentment, demand for payment, protest, notice of dishonor or non-payment of any such obligation or liability, suit or the taking of other action by T&D against, and any other notice to, the Company, the Guarantor or others.

This Guaranty unconditionally obligates the Guarantor to pay all obligations of the Company for the payment of the additional costs of replacement standard offer service, at the direction of the Maine Public Utilities Commission. The Guarantor waives promptness, diligence and notices with respect to any such obligations and agrees to pay any statement under this Guaranty presented by the T&D at the direction of the Maine Public Utilities Commission, within 10 business days, but only to the extent that the Company would have been liable for such amount under the Order and MPUC rules.

T&D may at any time and from time to time without notice to or consent of the Guarantor and without impairing or releasing the obligations of the Guarantor hereunder: (1) agree with the Company to make any change in the terms of any obligation or liability of the Company to T&D, (2) take or fail to take any action of any kind in respect of any security for any obligation or liability of the Company to T&D, (3) exercise or refrain from exercising any rights against the Company or

Central Maine Power Company
January 23, 2008
Page 2

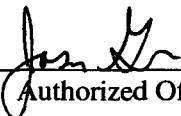

others, or (4) compromise or subordinate any obligation or liability of the Company to T&D including any security therefor. Any other suretyship defenses are hereby waived by the Guarantor.

The Guarantor may not assign its rights nor delegate its obligations under this Guaranty, in whole or in part, without prior written consent of the T&D, and any purported assignment or delegation absent such consent is void, except for an assignment and delegation of all of the Guarantor's rights and obligations hereunder in whatever form the Guarantor determines may be appropriate to a partnership, corporation, trust or other organization in whatever form that succeeds to all or substantially all of the Guarantor's assets and business and that assumes such obligations by contract, operation of law or otherwise, provided, that, such successor guarantor shall at the time of such assumption comply with the "Minimum Rating" requirement of the MPUC. Upon any such delegation and assumption of obligations, the Guarantor shall be relieved of and fully discharged from all obligations hereunder, whether such obligations arose before or after such delegation and assumption.

THIS GUARANTY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MAINE WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAW. GUARANTOR AGREES TO THE EXCLUSIVE JURISDICTION OF COURTS LOCATED IN THE STATE OF MAINE, UNITED STATES OF AMERICA, OVER ANY DISPUTES ARISING UNDER OR RELATING TO THIS GUARANTY.

Very truly yours,

THE GOLDMAN SACHS GROUP, INC.

By: 
Authorized Officer 

Attachment 3

SYSTEM CONTRACT ENTITLEMENT AGREEMENT

This SYSTEM CONTRACT ENTITLEMENT AGREEMENT ("Agreement") is dated as of the twenty-third day of January, 2008 by and between Central Maine Power Company, a Maine corporation ("CMP"), and Constellation Energy Commodities Group, Inc., a Delaware corporation ("Buyer"). This Agreement sets forth the terms and conditions under which CMP will transfer to Buyer, during the Term (as defined below), the Entitlements associated with certain undivested Power Purchase Agreements ("PPAs") between CMP and third-party power suppliers (the "Power Sellers").

WHEREAS, CMP is a party to the PPAs set forth in Schedule 1 hereto, pursuant to which CMP receives electric capacity and energy from the Power Sellers referenced therein; and

WHEREAS, Section 3204 of Title 35-A of the Maine Revised Statutes requires that each investor-owned electric utility sell its rights to capacity and energy from all undivested generation assets and generation-related business, including the PPAs; and

WHEREAS, pursuant to Section 3204 of Title 35-A of the Maine Revised Statutes and Chapter 307 of the Commission's Rules and Regulations, CMP has issued a request for bids for the capacity and energy, as well as ancillary services, from the PPAs; and

WHEREAS, Buyer has been selected as the winning bidder for the Entitlements under the PPAs and desires to purchase such right to the Entitlements from CMP, and CMP wishes to transfer such right to the Entitlements to the Buyer on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing, the covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions.

As used herein, the following terms have the following meanings:

"Additional Credit Rating Threshold," on a given date, means the aggregate, if any, of unsecured credit extended by CMP to Buyer or Constellation Energy Commodities Group Maine, LLC in all transactions between the Parties (other than the purchase of the Entitlements under this Agreement).

"Additional Exposure," on a given date, means the termination payment (or equivalent thereof), if any, that would be payable by Buyer or Constellation Energy Commodities Group Maine, LLC to CMP under the terms of all transactions between the Parties (other than the purchase of the Entitlements under this Agreement).

"Affiliate" means, with respect to any person, any other person (other than an individual) that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person. For this purpose, **"control"** means the direct or indirect ownership of fifty percent (50%) or more of the outstanding capital stock or other equity interests having ordinary voting power.

"Affiliate Guaranty" means the unconditional and irrevocable guarantee of payment as specified in Section 6.4 hereof.

"Business Day" means any day except a Saturday, Sunday, a Federal Reserve Bank holiday, a holiday recognized by the State of Maine or a holiday as defined by NERC. A Business Day shall open at 8:00 a.m. and close at 4:00 p.m. EPT.

"Buyer" means Constellation Energy Commodities Group, Inc. and its permitted successors and assigns.

"Capacity Charge" means the product of the Delivered UCAP multiplied by the applicable Capacity Rate for such month, as set forth in Schedule 2.

"CEG Guaranty" means the Guaranty issued by the Constellation Guarantor in favor of CMP, substantially in the form set forth in Exhibit B, or any replacement guaranty issued by a permitted assignee.

"CMP" means Central Maine Power Company and its permitted successors and assigns.

"CMP Required Regulatory Approvals" means receipt by CMP of notification from the Commission, pursuant to Section 7(I) of Chapter 307 of the Commission's Rules and Regulations, that this Agreement shall become effective.

"Commission" means the Maine Public Utilities Commission, and any successor organization.

"Constellation Guarantor" means Constellation Energy Group, Inc. and its successors and permitted assigns under the CEG Guaranty.

"Costs" means, with respect to the non-defaulting Party, brokerage fees, commissions and other similar third-party transaction costs and expenses reasonably incurred by such party either in terminating any arrangement pursuant to which it has hedged its obligations or entering into new arrangements which replace any transaction contemplated hereunder and all reasonable attorneys' fees and expenses incurred by the non-defaulting Party in connection with the termination of any transaction contemplated hereunder. **"Costs"** shall not include any costs or damages incurred by CMP under the terms and conditions of one or more of the PPAs.

“Credit Rating” shall mean the long-term senior unsecured debt rating as issued by Standard & Poor’s or Moody’s. If the ratings by these two ratings agencies differ, then the lower rating will control. In the absence of such a rating by either Standard & Poor’s or Moody’s, then the long-term senior unsecured debt rating from Fitch will control.

“Credit Rating Threshold” means, at any time, the lowest of (i) the amount set forth in the table below which corresponds to the Credit Rating of the Constellation Guarantor, (ii) the outstanding amount of the CEG Guaranty and (iii) the difference, if positive, in the Additional Credit Rating Threshold minus the Additional Exposure:

Standard & Poor’s/ Fitch	Moody’s	Credit Rating Threshold
A	A2	\$ 50 M
A-	A3	\$ 50 M
BBB+	Baa1	\$ 50 M
BBB	Baa2	\$ 50 M
BBB-	Baa3	\$ 35 M
Below BBB-	Below Baa3	\$ 0

“Delivered UCAP” means the kilowatts of Unforced Capacity from the PPAs for which CMP receives credit pursuant to the applicable ISO-NE Market Rules and Manuals.

"Delivery Point" means any point(s), as defined in the PPAs, where CMP accepts delivery of the Entitlements from Power Sellers and simultaneously transfers such Entitlements to Buyer.

“Eastern Prevailing Time” or “EPT” means the prevailing time in Boston, Massachusetts.

"Effective Date" means that date when all of the conditions specified in Article 2 are satisfied or waived by the Party for whose benefit such condition exists.

“Energy” means power produced by the Power Sellers in the form of electricity, measured in kilowatt-hours, which is delivered to Buyer from CMP at the Delivery Points.

"Entitlement(s)" means the Energy and Unforced Capacity and any other ISO-NE products or services for which CMP receives credit pursuant to the applicable ISO-NE Market Rules and Manuals as a result of deliveries by Power Sellers under the PPAs. “Entitlement(s)” will not include CMP’s continuing obligation to make payments with respect to the PPAs.

"Entitlement Sales Charge" means the monthly amount to be paid by the Buyer to CMP, which shall equal the sum of the On-Peak Energy Charge, the Off-Peak Energy Charge and the Capacity Charge.

"Event of Default" has the meaning set forth in Section 12.2.

"Exposure" with respect to a Party on a given date, means the Termination Payment that would be payable by such Party (as reasonably calculated by such Party pursuant to the terms of this Agreement), if such day were the date on which a Termination Payment were to be calculated hereunder.

"FERC" means the Federal Energy Regulatory Commission, and any successor organization.

"Fitch" means Fitch IBCA, Inc. and any successor organization.

"Gains" means, with respect to any party, an amount equal to the present value of the economic benefit to it, if any (exclusive of Costs), resulting from the termination of the transactions contemplated hereunder, determined in a commercially reasonable manner.

"Good Utility Practice" means any of the applicable practices, methods and acts engaged in or approved by a significant portion of the electrical utility industry prior to the time of the reference, or any of the practices, methods and acts which, in exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with law, regulation, good business practices, generation, transmission, and distribution reliability, safety, and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to acceptable practices, methods or acts generally accepted in the region.

"Investment Grade" means (i) with regard to a Credit Rating assigned by Standard & Poor's, a Credit Rating equal to or better than BBB-, (ii) with regard to a Credit Rating assigned by Moody's, a Credit Rating equal to or better than Baa3, and (iii) with regard to a Credit Rating assigned by Fitch, a Credit Rating equal to or better than BBB.

"ISO-NE" means ISO New England Inc. or any successor entity.

"ISO-NE Market Rules and Manuals" means Section III of the ISO-NE Tariff and its implementing Manuals adopted by ISO-NE to govern the operation of the ISO-NE markets for energy, reserves and capability, as amended from time to time.

"ISO-NE Rules" means all rules and operating procedures adopted by ISO-NE, as such rules and operating procedures may be amended from time to time, including but not limited to, the ISO-NE Market Rules and Manuals and ISO-NE Operating Procedures.

"ISO-NE Tariff" means the ISO New England Inc. Transmission, Markets and Services Tariff, FERC Electric Tariff No. 3, effective February 1, 2005, as may be amended from time to time.

“Letter(s) of Credit” means one or more irrevocable, transferable standby letters of credit issued by a U.S. commercial bank or a foreign bank with a U.S. branch with such bank having a credit rating of at least A- from Standard & Poor’s or A3 from Moody’s, substantially in the form attached as Exhibit C. Costs of a Letter of Credit shall be borne by the applicant for such Letter of Credit.

“Losses” means, with respect to any party, an amount equal to the present value of the economic loss to it, if any (exclusive of Costs), resulting from termination of the transactions contemplated hereunder, determined in a commercially reasonable manner. “Losses” shall not include any costs or damages incurred by CMP under the terms and conditions of one or more of the PPAs.

“Moody’s” means Moody's Investors Service, its successors and assigns.

“NERC” means North American Electric Reliability Corporation or any successor entity.

“Off-Peak Energy Charge” means the product of the kilowatt-hours of Energy delivered to Buyer during Off-Peak Hours during any month multiplied by the applicable off-peak energy rate for that month, as set forth in Schedule 2.

“Off-Peak Hours” means all hours that are not On-Peak Hours.

“On-Peak Energy Charge” means the product of the kilowatt-hours of Energy delivered to Buyer during On-Peak Hours during any month multiplied by the applicable on-peak energy rate for that month, as set forth in Schedule 2.

“On-Peak Hours” means all hours Monday through Friday from 7:00 A.M. through 11:00 P.M. Eastern Prevailing Time, except for legal holidays recognized by NERC.

“Party” means either CMP or Buyer and **“Parties”** means both of CMP and Buyer.

“Performance Assurance” means collateral in the form of either cash, Letter(s) of Credit, or other security acceptable to the Party receiving such Performance Assurance.

“Power Purchase Agreements” or **“PPAs”** means the contracts listed in Schedule 1, pursuant to which CMP receives the Entitlements from the Power Sellers referenced therein.

“Power Sellers” means the third-party power suppliers from which CMP purchases the Entitlements pursuant to the PPAs.

“PPA Restructuring” means (i) the amendment of a PPA, (ii) the termination of a PPA by agreement between CMP and a Power Seller, or (iii) the termination of a PPA by agreement between CMP and a Power Seller and execution of a new agreement by CMP to purchase electric power, in any case intended to reduce CMP’s

costs of purchasing the Entitlements from the PPA.

"RFP" means CMP's Information Document, Sale of Energy and Capacity, dated October 9, 2007, and any appendices and exhibits thereto.

"Rating Agency" means each of Standard & Poor's, Moody's, and Fitch and their successors and assigns.

"Standard & Poor's" means Standard & Poor's Rating Group, its successors and assigns.

"Term" shall have the meaning specified in Section 2.4 hereof.

1.2 Terms Incorporated by Reference

This Agreement includes certain capitalized terms that are not explicitly defined in Section 1.1. or elsewhere in this Agreement. Such capitalized terms shall have the meanings specified in the ISO-NE Tariff and the ISO-NE Market Rules and Manuals, which meanings are incorporated herein by reference and made a part hereof. In the event of any inconsistency between a definition contained herein and a definition contained in either the ISO-NE Tariff or the ISO-NE Market Rules and Manuals, the definition in this Agreement will control for purposes of this Agreement.

ARTICLE 2

CONDITIONS PRECEDENT, EFFECTIVE DATE AND TERM

2.1 Conditions on Obligations of CMP and the Buyer.

The obligations of CMP and the Buyer under this Agreement and the designation of the Effective Date for the commencement of this Agreement are subject to the fulfillment and satisfaction of each of the following conditions precedent, any one or more of which may only be waived in writing, in whole or in part, by the Party for whose benefit such condition exists. As used in this Agreement, the "Party for whose benefit a condition exists" means the Party whose obligation is contingent upon the occurrence of that condition.

2.1.1 Conditions on Obligations of CMP.

(a) The Buyer shall have delivered to CMP within the time frame set forth in Section 2.2 (i) any required Performance Assurance and (ii) any Affiliate Guaranty required pursuant to Article 6 hereof.

(b) All representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), and Buyer shall have delivered to CMP a certificate, substantially in the form

contained in Exhibit A, dated as of the Effective Date and signed by one of its duly authorized officers to such effect.

(c) There shall not be any litigation or proceeding pending that restrains, prohibits or prevents or seeks to restrain, prohibit or prevent, the Parties (or either Party) from consummating the transactions contemplated by this Agreement.

(d) All CMP Required Regulatory Approvals shall have been received and are final and in full force and effect pursuant to a final, non-appealable order.

2.1.2 Conditions on Obligations of Buyer.

(a) All representations and warranties of CMP contained in this Agreement shall be true and correct in all material respects as of the date when made and at and as of the Effective Date as though such representations and warranties had been made or given on such date (except to the extent such representations and warranties specifically pertain to an earlier date), and CMP shall have delivered to Buyer a certificate, substantially in the form contained in Exhibit A, dated as of the Effective Date and signed by one of its duly authorized officers to such effect.

(b) There shall not be any litigation or proceeding pending that restrains, prohibits or prevents or seeks to restrain, prohibit or prevent, the Parties (or either Party) from consummating the transactions contemplated by this Agreement.

(c) All CMP Required Regulatory Approvals shall have been received by CMP and be final and in full force and effect pursuant to a final, non-appealable order, which approvals shall not have materially modified the express terms and conditions of this Agreement.

2.2 Satisfaction of Conditions.

Each Party agrees to cooperate in good faith with the other Party and shall take all practicable actions and devote resources reasonably necessary to obtain satisfaction of the conditions set forth in Section 2.1 as soon as reasonably possible. In addition, but without limiting the foregoing, Buyer covenants and agrees to deliver any required Affiliate Guaranty and any required Performance Assurance within three (3) Business Days after execution of this Agreement. Failure to deliver said Affiliate Guaranty and Performance Assurance in a timely fashion shall constitute an Event of Default under this Agreement for which CMP may terminate this Agreement under Section 12.3 and recover damages. Such right to terminate and recover damages shall apply notwithstanding the nonoccurrence of any other condition on Buyer's obligations hereunder, it being the intent of the Parties that Buyer shall provide financial assurance of its performance as soon as possible after entry into this Agreement. In the event that Buyer terminates this Agreement on account of failure of a condition set forth in

section 2.1.2, CMP shall return to Buyer any Performance Assurance or Affiliate Guaranty within five (5) Business Days of CMP's receipt of the notice of termination required under Section 2.3.

2.3 Failure to Satisfy Conditions.

In the event that conditions set forth in Section 2.1.1 (Conditions on Obligations of CMP) or Section 2.1.2 (Conditions on Obligations of Buyer) are not satisfied or waived on or before February 7, 2008 (or such earlier date as is set forth in Section 2.1.1(a) for certain occurrences), then either Party, at its option, may terminate this Agreement by delivering a notice of termination to the other Party. Notice of termination for failure of a condition must be in writing and issued prior to the date when the condition is belatedly satisfied or waived by the Party for whose benefit such condition exists, and shall identify in reasonable detail the condition(s) which have not been satisfied. Upon any termination of this Agreement in accordance with this Section 2.3, neither Party shall have any obligation to the other under this Agreement, other than in respect of failure to comply with Section 2.2.

2.4 Term.

Unless earlier terminated in accordance with Section 2.3 or as otherwise provided in Article 12, this Agreement shall remain in effect from the Effective Date through and including February 28, 2009 ("Term"). The obligations contained in Section 2.2 are effective immediately, prior to the Effective Date. At the expiration of the Term, the Parties shall no longer be bound by the terms and conditions of this Agreement, except to the extent necessary to enforce the rights and obligations of the Parties arising under this Agreement prior to the expiration of the Term.

ARTICLE 3 TRANSFER OF ENTITLEMENTS

3.1 Nature of the Entitlements

(a) Commencing as of the Delivery Date as set forth in 3.1(d) and thereafter during the Term of this Agreement, CMP shall sell and deliver and Buyer shall purchase and receive the Entitlements. The Entitlements transferred hereunder arise from CMP's purchase obligations under the PPAs set forth on Schedule 1. CMP represents and warrants that the PPAs are in full force and effect and that Schedule 1 sets forth all material amendments and modifications to the PPAs and that, upon delivery by the Power Sellers of the Entitlements to CMP, CMP will have good and valid title to the Entitlements, free and clear of all encumbrances. The Buyer represents and warrants that, except for the written material provided under the RFP and any written data (which includes electronic data transmissions (i.e., e-mail, fax, etc.)) regarding the PPAs and the Power Sellers, it has not relied upon any other document provided by CMP or representation of CMP in determining the scope of the transfer hereunder. CMP also represents and warrants that it is not in default under the material terms of any of the PPAs nor has any event occurred which, with the passage of time, after notice, if required, would become an event of default by CMP under any

of the PPAs. To the best of the knowledge of CMP, none of the Power Sellers is in default under the material terms of any of the PPAs, nor has any event occurred which with the passage of time, after notice, if required, would become an event of default under any of the PPAs; provided, however, CMP makes no representations or warranties regarding the Power Sellers' obligations to convey Renewable Energy Credits to CMP under any of the PPAs. The Entitlements transferred hereunder are "as is, where is," and CMP makes no representation or warranty as to the condition or capability of any Power Seller. To the extent that CMP has provided information regarding the Power Sellers and the PPAs in connection with the solicitation or negotiation of this Agreement, CMP shall have no liability for the accuracy or completeness of such information, other than that (i) the RFP material and the written data (which includes electronic data transmissions (i.e., e-mail, fax, etc.)) provided to Buyer regarding the Power Sellers and the PPAs is accurate in all material respects, including but not limited to the information provided in Schedule 1 hereto (provided, however, that CMP makes no representation as to accuracy of any documents not prepared or reviewed by CMP); (ii) the information provided to Buyer regarding the identity of the PPAs and amendments thereto is accurate and complete; and (iii) CMP has title to the Entitlements produced under the PPAs. CMP further represents that it has provided Buyer with all information that it is required to disclose to Buyer pursuant to all relevant Commission's Rules and Regulations.

(b) A PPA shall be automatically deleted from Schedule 1 without further action by the Parties and CMP will have no further obligation to transfer to the Buyer any of the Entitlements from that PPA upon (i) the expiration of a PPA pursuant to its terms or (ii) the termination of a PPA pursuant to its terms. CMP will provide notice to the Buyer of such a termination as soon as reasonably practicable.

(c) Effective as of the date hereof and continuing during the Term of this Agreement and except as otherwise specifically provided in this Section 3.1(c), CMP shall take all actions necessary to perform all obligations required of CMP under each of the PPAs. CMP shall have the continuing right to enter into PPA Restructurings with Power Sellers; provided, however, that no PPA Restructuring shall become effective unless either (i) the term, delivery or commodity amount, and Delivery Point of the Entitlements remain materially unchanged or (ii) the Buyer consents to the change in the term, delivery or commodity amount, or Delivery Point. Notwithstanding the foregoing, CMP retains all rights to take any legally authorized actions if a Power Seller shall be in default under a PPA. Subject to the other provisions of this Section 3.1(c) nothing in this Agreement shall limit CMP's right to dispute in good faith the extent to which a payment or other performance is due to or from a Power Seller and to withhold performance to a Power Seller pending a final resolution of the dispute.

Notwithstanding any provision to the contrary in this Section 3.1(c) or otherwise, if CMP (i) enters into a PPA Restructuring that Buyer has not approved and that reduces over an annual period the quantity to be delivered or materially affects the timing of deliveries of the Entitlements during any portion of the remaining Term of the PPA or that otherwise materially adversely affects the Buyer's rights to the Entitlements as compared to its rights immediately prior to such PPA Restructuring or (ii) takes any other action or omits to take any action that constitutes an event of

subject to the discretion of the court before which any proceeding therefor may be brought.

(d) Except for CMP Required Regulatory Approvals, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority is required for the execution, delivery and performance by CMP of this Agreement and the consummation by CMP of the transactions contemplated hereby, except such consents which have been obtained, and as to such consents the same are final, are in full force and effect, and are not subject to any appeal or further judicial or administrative proceedings. No consent or waiver of any party to any contract to which CMP is a party or by which CMP is bound is required for the execution, delivery and performance by CMP of this Agreement.

(e) There is no action, suit, grievance, arbitration or proceeding (other than proceedings of general applicability to the electrical generation, transmission and distribution industry and proceedings in the ordinary course of business to obtain authorizations, approvals and permits) pending or, to the knowledge of CMP, threatened against or affecting CMP at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs CMP's ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby.

10.2 Representations and Warranties of the Buyer.

The Buyer hereby represents and warrants to CMP that:

(a) Buyer is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business in all jurisdictions where such qualification is required or where such qualification is necessary for it to perform its obligations hereunder.

(b) Buyer has full power and authority to carry on its business as now being conducted, to enter into this Agreement and perform its obligations hereunder. The execution, delivery and performance of this Agreement have been duly authorized by all necessary corporate or other organizational action and do not and will not contravene its organizational documents or conflict with, result in a breach of, or entitle Buyer (with due notice or lapse of time or both) to terminate, accelerate or declare a default under, any agreement or instrument to which it is a party or by which it is bound. The execution, delivery and performance of this Agreement by Buyer will not result in any violation by it of any law, any order of any court or other agency of government, rule or regulation applicable to it. Buyer is not a party to, nor subject to or bound by, any judgment, injunction or decree of any court or other governmental entity which may restrict or interfere with the performance of this Agreement by it.

(c) This Agreement is the legal, valid and binding obligation of Buyer, enforceable against it in accordance with its terms, except as such enforcement

may be subject to bankruptcy, insolvency, reorganization, fraudulent conveyance, avoidance, preferential transfer, moratorium or other similar laws now or hereafter in effect relating to creditors' rights generally and by general principles of equity that may limit the availability of equitable remedies and contractual obligations generally (regardless of whether the issue of enforceability is considered in a proceeding in equity or at law), and the remedy of specific performance and injunctive relief may be subject to the discretion of the court before which any proceeding therefor may be brought.

(d) Except for Buyer Required Regulatory Approvals, no consent, waiver, order, approval, authorization or order of, or registration, qualification or filing with, any court or other governmental agency or authority is required for the execution, delivery and performance by Buyer of this Agreement and the consummation by Buyer of the transactions contemplated hereby, except such consents which have been obtained, and as to such consents the same are final, are in full force and effect, and are not subject to any appeal or further judicial or administrative proceedings. No consent or waiver of any party to any contract to which Buyer is a party or by which Buyer is bound is required for the execution, delivery and performance by Buyer of this Agreement.

(e) There is no action, suit, grievance, arbitration or proceeding (other than proceedings of general applicability to the electrical generation, transmission and distribution industry and proceedings in the ordinary course of business to obtain authorizations, approvals and permits) pending or, to the knowledge of Buyer, threatened against or affecting Buyer at law or in equity, before any federal, state, municipal or other governmental court, department, commission, board, arbitrator, bureau, agency or instrumentality which prohibits or impairs Buyer's ability to execute and deliver this Agreement or to consummate any of the transactions contemplated hereby.

(f) The Buyer has made a complete and thorough review of the contemplated transaction and all related documents that the Buyer deemed necessary and sufficient for it to understand the benefits and risks of the transactions contemplated by this Agreement, and that it is not relying on any representations or warranties by CMP (other than the representations and warranties set forth herein) or any person actually or purportedly acting on CMP's behalf with respect to any matter affecting or arising out of or in connection with the PPAs.

ARTICLE 11 CONFIDENTIALITY

11.1 Confidentiality.

(a) The Parties agree not to disclose to any third person and to keep confidential, and to cause and instruct their Affiliates, officers, directors, members, employees and representatives (to whom the confidential information may be disclosed without the other Party's consent) not to disclose to any third-party and to keep confidential, any and all information designated in writing by a Party as

confidential, proprietary or trade secret and obtained by either Party from the other relating to this Agreement or the underlying transactions without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that any information may be disclosed by a receiving Party (i) to the extent required by applicable laws and regulations or by any subpoena or similar legal process so long as the Party whose information is being disclosed is given written notice, if such notice is practicable, at least five (5) days prior to such disclosure; (ii) to the extent the disclosing Party shall have otherwise made the information public or shall have consented in writing prior to any such disclosure; (iii) in connection with the required submission or disclosure of this Agreement or any of its terms to the Commission; or (iv) to the extent the information was known to the receiving Party independent of receipt from the disclosing Party and without violation of this Agreement by the receiving Party.

(b) Notwithstanding the provisions of Section 11.1(a) above, CMP reserves the right to file this Agreement with the Commission and with FERC in accordance with the Rules and Regulations of the Commission and FERC. The Buyer agrees to cooperate with and to support such filings by CMP, and to be bound by any determination of the Commission and FERC regarding such information or filing. In particular, Buyer agrees that CMP may file this Agreement with FERC on a non-confidential basis and that CMP shall have no obligation to seek a protective order or other similar mechanism with respect to this Agreement.

(c) Buyer shall at all times comply with the ISO-NE Information Policy. To the extent that the ISO-NE Information Policy would impose a stricter confidentiality standard on either Party with regard to any information relating to the Entitlements or this Agreement, the Parties agree to comply with that stricter confidentiality standard.

11.2 Equitable Relief.

The Parties agree that remedies at law may be inadequate to protect the disclosing Party in the event of a breach of confidentiality, and the receiving Party hereby, in advance, agrees to the granting of injunctive relief in favor of the disclosing Party to prevent the continuation of any such breach without proof of actual damages. The rights and duties accruing from this provision may not be transferred or assigned by any Party without the prior written consent of the other Party.

ARTICLE 12 EVENTS OF DEFAULT: REMEDIES

12.1 Events of Default by the Buyer.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to the Buyer:

(a) the non-payment of any undisputed amounts due from the Buyer to CMP hereunder which shall continue for more than five (5) Business Days after

written notice of such non-payment is given by CMP to Buyer;

(b) the Buyer shall fail to deliver and maintain any Performance Assurance or any Affiliate Guaranty as required by Section 2.2 and Article 6 hereof;

(c) the Buyer shall fail to provide CMP with notice of a downgrade by a Rating Agency, as required by Section 6.5;

(d) default shall occur in the performance of any other covenant or condition to be performed by the Buyer hereunder and such default shall continue unremedied for a period of fifteen (15) days after notice from CMP specifying the nature of such default;

(e) a custodian, receiver, liquidator or trustee of the Buyer, or any Constellation Guarantor, or of a material portion of the property of either, is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or the Buyer or any Constellation Guarantor makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or the Buyer or any Constellation Guarantor is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against the Buyer or any Constellation Guarantor; or any of the material property of either is sequestered by court order and the order remains in effect for more than sixty (60) days; or a petition is filed against the Buyer or any Constellation Guarantor under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing;

(f) the Buyer or any Constellation Guarantor files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of the Buyer or any Constellation Guarantor or a material portion of the property of either; or

(g) any Constellation Guarantor defaults in the performance of any material obligation under the Affiliate Guaranty provided under Section 6.3.

12.2 Events of Default by CMP.

Any one or more of the following shall constitute an "Event of Default" hereunder with respect to CMP:

(a) the non-payment of any undisputed amounts due from CMP to the Buyer hereunder which shall continue for more than five (5) Business Days after written notice of such non-payment is given by Buyer to CMP;

(b) CMP shall fail to deliver and maintain any Performance Assurance or any Affiliate Guaranty as required by Article 6 hereof;

(c) default shall occur in the performance of any other covenant or condition to be performed by CMP hereunder and such default shall continue unremedied for a period of fifteen (15) days after notice from the Buyer specifying the nature of such default;

(d) a custodian, receiver, liquidator or trustee of CMP or of a material portion of its property is appointed or takes possession and such appointment or possession remains uncontested or in effect for more than sixty (60) days; or CMP makes an assignment for the benefit of its creditors or admits in writing its inability to pay its debts as they mature; or CMP is adjudicated bankrupt or insolvent; or an order for relief is entered under the Federal Bankruptcy Code against CMP; or any of the material property of CMP is sequestered by court order and the order remains in effect more than sixty (60) days; or a petition is filed against CMP under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect, and is not stayed or dismissed within sixty (60) days after filing; or

(e) CMP files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or subsequently in effect; or consents to the filing of any petition against it under any such law; or consents to the appointment of or taking possession by a custodian, receiver, trustee or liquidator of CMP or a material portion of its property.

12.3 Remedies.

The Parties shall have the following remedies available to them with respect to the occurrence of an Event of Default with respect to the other Party hereunder:

(a) Upon the occurrence of an Event of Default by either Party hereunder, the non-defaulting Party shall have the right (i) to collect all amounts then due or thereafter to become due to it from the defaulting Party hereunder, (ii) to cease making payments that are or may become due hereunder, and (iii) to terminate this Agreement at any time during the continuation of such Event of Default. In addition, if the Buyer is the defaulting Party, then CMP shall have the right during the continuation of such default and prior to any termination of this Agreement to cease making the Entitlements available to the Buyer hereunder and to instead sell such Entitlements to third parties on for the account of CMP.

(b) Upon termination of this Agreement pursuant to Section 12.3(a), the non-defaulting Party shall calculate, in a commercially reasonable manner, the Losses (or Gains) and Costs, incurred as a result of the termination of this Agreement. The non-defaulting Party shall set off (i) all such Gains, plus all other amounts due to the defaulting Party under all transactions contemplated hereunder, against (ii) all such Losses and Costs, plus all other amounts due from the defaulting Party under all the transactions contemplated hereunder, so that all such amounts shall

be netted to a single liquidated amount (the "Termination Payment") payable by one party to the other. The Termination Payment shall be due to or due from the non-defaulting Party as appropriate.

(c) As soon as practicable after a liquidation, notice shall be given by the non-defaulting Party to the defaulting Party of the amount of the Termination Payment and whether the Termination Payment is due to or due from the non-defaulting Party. The notice shall include a written statement explaining in reasonable detail the calculation of such amount. The Termination Payment shall be made by the party that owes it within five (5) Business Days after such notice is effective.

(d) Disputes With Respect to Termination Payment. If the defaulting Party disputes the non-defaulting Party's calculation of the Termination Payment, in whole or in part, the defaulting Party shall, within five (5) Business Days of receipt of non-defaulting Party's calculation of the Termination Payment, provide to the non-defaulting Party a detailed written explanation of the basis for such dispute; provided, however, that if the Termination Payment is due from the defaulting Party, the defaulting Party first shall pay the undisputed portion of the Termination Payment to the non-defaulting Party pursuant to Section 12.3(c) above, and transfer Performance Assurance to the non-defaulting Party in an amount equal to the disputed portion of the Transaction Payment or actually pay the disputed amount to the non-defaulting Party.

ARTICLE 13 LIMITATION ON LIABILITY

13.1 Indirect, Special or Consequential Damages.

THE PARTIES CONFIRM THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED IN THIS AGREEMENT SATISFY THE ESSENTIAL PURPOSES HEREOF. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, THE OBLIGOR'S LIABILITY SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY HEREIN PROVIDED, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS HEREIN IMPOSED ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH

NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS.

ARTICLE 14 DISPUTE RESOLUTION; ARBITRATION

14.1 Resolution by Officers of the Parties.

In the event of any dispute between the Parties hereto as to a matter referred to herein or as to the interpretation of any part of this Agreement, including but not limited to this Section 14.1 or as to the determination of any rights or obligations or entitlements arising from or related to this Agreement, the Parties shall refer the matter to their duly authorized officers for resolution. Should such officers of the respective Parties fail to resolve the dispute within ten (10) days from such referral, the Parties agree that any such dispute, except for those with respect to which the Commission or FERC is the sole proper venue under applicable law, will not be referred to any court but will be referred to binding arbitration in Portland, Maine, and the provisions of this Article 14 shall apply.

14.2 Arbitration Request; Procedures.

If any dispute that is eligible for arbitration has not been resolved by the officers of the Parties within ten (10) days from referral to them, either Party may give notice in writing to the other of its desire to submit the dispute to arbitration, and may designate an arbitrator. Within fifteen (15) days after the receipt of such notice, the other Party may, in writing, serve upon the Party invoking such arbitration, a notice designating an arbitrator on its behalf. The two arbitrators so chosen shall within fifteen (15) days after the appointment of the second arbitrator, in writing, designate a third arbitrator. Upon the failure of the Party notified to appoint the second arbitrator within such time, the Party invoking such arbitration may proceed with the single arbitrator. If the first and second arbitrators are unable to agree on a third arbitrator within fifteen (15) days of the appointment of the second arbitrator, the first and second arbitrator shall invoke the services of the American Arbitration Association to appoint a third arbitrator. Said third arbitrator shall, to the extent practicable, have special competence and experience with respect to the subject matter under consideration. An arbitrator so appointed shall have full authority to act pursuant to this Section. No arbitrator, whether chosen by a Party hereto or appointed, shall have the power to amend or add to this Agreement. The Party calling the arbitration shall, within twenty (20) days after either the failure of the other Party to name an arbitrator, or the appointment of the third arbitrator, as the case may be, fix, in writing, a time and a place of hearing (which shall be in Portland, Maine), to be not less than twenty (20) days from delivery of notice to the other Party. The arbitrator or arbitrators shall, thereupon, proceed promptly to hear and determine the controversy pursuant to the then current rules of the American Arbitration Association for the conduct of

commercial arbitration proceedings, except that if such rules shall conflict with the then current provisions of the laws of the State of Maine relating to arbitration, such conflict shall be governed by the then current provisions of the laws of the State of Maine relating to arbitration. Such arbitrator or arbitrators shall fix a time within which the matter shall be submitted to him or them by either or both of the parties, and shall make his or their decision, within ten (10) days after the final submission to him or them unless, for good reasons to be certified by him or them in writing, he or they shall extend such time. The decision of the single arbitrator, or two of the three arbitrators, shall be taken as the arbitration decision. Such decision shall be made in writing and in duplicate, and one copy shall be delivered to each of the parties. The arbitrator or arbitrators by his or their award shall determine the manner in which the expense of the arbitration shall be borne, except that each Party shall pay the costs of its own counsel. Each Party shall accept and abide by the decision. The award of the arbitral tribunal shall be final except as otherwise provided by applicable law. Judgment upon such award may be entered by the prevailing Party in any court designated in Section 15.13, or application may be made by such Party to any such court for judicial acceptance of such award and an order of enforcement.

14.3 Binding Award.

This agreement to arbitrate and any award made hereunder shall be binding upon the successors and assigns and any trustee or receiver of each Party.

14.4 Continued Performance.

No dispute shall interfere with the Parties' continued fulfillment of their obligations under this Agreement pending the decision of the Arbitrator.

ARTICLE 15 MISCELLANEOUS PROVISIONS

15.1 Assignment.

(a) No assignment by either Party (or any successor or assignee thereof) of its rights and obligations hereunder shall be made or become effective without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned or delayed. Any assignments by either Party shall be in such form as to assure that such Party's obligations under this Agreement will be honored fully and timely by any succeeding party.

(b) Notwithstanding Section 15.1(a), a Party may, without the other Party's prior written consent, (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, provided that such Party shall not be relieved of any obligation hereunder; (ii) transfer or assign this Agreement to an

Affiliate of such Party (which Affiliate shall own or control the resources necessary to satisfy the assigning Party's obligations hereunder, and shall have a net worth and creditworthiness equal to or higher than that of such assigning Party); or (iii) transfer or assign this Agreement to any person or entity succeeding by merger or by acquisition to all or substantially all of the assets of the assigning Party (provided such person or entity shall have a net worth and creditworthiness equal to or higher than that of such assigning Party); provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof and so long as the assigning Party delivers such tax and enforceability assurance as the non-assigning party may reasonably request, including the preservation of any security that may be outstanding. Any assignment in violation of this Article shall be void.

15.2 Notices.

All notices, requests and other communications hereunder (herein collectively a "Notice" or "Notices"), other than invoices, shall be deemed to have been duly delivered, given or made to or upon any party hereto if in writing and delivered by hand or by certified or registered mail, postage pre-paid, return receipt requested, or to a courier who guarantees next Business Day delivery to such Party at its address set forth below or to such other address as such Party may at any time, or from time to time, direct by notice given in accordance with this Section 15.2.

IF TO CMP:

Eric N. Stinneford
Vice President, Controller, Treasurer and Clerk
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Tel: (207) 621-7870
Fax: (207)621-4714

With Copies to:
Legal Department
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Tel: (207) 621-6546
Fax: (207)621-5908

and

Susan Clary
Manager, Settlement, Load Research & Supplier Services
Central Maine Power Company
83 Edison Drive
Augusta, ME 04336
Tel: (207) 621-7890
Fax: (207) 621-6538

IF TO THE BUYER:

Head of Operations

Constellation Energy Commodities Group, Inc.
111 Market Place
Suite 500
Baltimore, Maryland 21202
Phone: (410) 468-3430
Facsimile: (410) 468-3450
e-mail: stuart.rubenstein@constellation.com

With a copy to:

Portfolio Management - Northeast

Constellation Energy Commodities Group, Inc.
111 Market Place
Suite 500
Baltimore, Maryland 21202
Phone: (410) 468-3879
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General Counsel

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111 Market Place
Suite 500
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Head of Northeast Customer Supply

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111 Market Place
Suite 500
Baltimore, Maryland 21202
Phone: (410) 470-3132
Facsimile: (410) 468-3541
e-mail: kyle.johnson@constellation.com

15.3 Compliance With Laws.

At all times during the Term of this Agreement, the Parties shall comply with all laws, rules, requisitions, and codes of all governmental authorities having jurisdiction over each of their respective businesses which are now applicable, or may be applicable hereafter, including without limitation, all special laws, policies,

ordinances, or regulations now in force, as amended or hereafter enacted. The parties hereto shall maintain all licenses, permits and other consents from all governmental authorities having jurisdiction for the necessary use and operation of their respective business. Nothing herein shall be deemed a waiver of the parties' right to challenge the validity of any such law, rule or regulation.

15.4 Fees and Expenses.

Except as otherwise provided herein, each of the Buyer and CMP shall pay all fees and expenses incurred by, or on behalf of, such Party in connection with, or in anticipation of, this Agreement.

15.5 Headings.

The headings to articles and sections throughout this Agreement are intended solely to facilitate reading and references to all articles, sections and provisions of this Agreement. Such headings shall not affect the meaning or interpretation of this Agreement.

15.6 Entire Agreement; Successors and Assigns.

This Agreement constitutes the entire understanding between the Parties hereto with respect to the subject matter hereof, supersedes any and all previous understandings between the Parties with respect to the subject matter hereof, and binds and inures to the benefit of the Parties, their successors and permitted assigns.

15.7 Severability.

The invalidity or unenforceability of any provisions of this Agreement shall not affect the other provisions hereof. If any provision of this Agreement is held to be invalid, such provision shall not be severed from this Agreement; instead, the scope of the rights and duties created thereby shall be reduced by the smallest extent necessary to conform such provision to the applicable law, preserving to the greatest extent the intent of the Parties to create such rights and duties as set out herein. If necessary to preserve the intent of the Parties hereto, the Parties shall negotiate in good faith to amend this Agreement, adopting a substitute provision for the one deemed invalid or unenforceable that is legally binding and enforceable.

15.8 Further Assurances.

In connection with this Agreement and the transactions contemplated hereby, each Party shall execute and deliver any additional documents and instruments and perform any additional acts that may be reasonably necessary or appropriate to effectuate and perform the provisions of this Agreement and such transactions and the intention of the Parties hereto.

15.9 Changes in Law.

If and to the extent that during the Term, any laws or regulations shall change

which govern any transaction contemplated herein or business operations so as to make either unlawful, then CMP and the Buyer hereby agree to effect such modifications to this Agreement as shall be reasonably necessary for the Agreement to accommodate any such legal or regulatory changes.

15.10 Changes in NEPOOL Rules.

Subject to Section 4.4, if, after the execution of this Agreement, any right or obligation of a Party under this Agreement is materially altered as the result of any revision to NEPOOL Rules, the Parties agree to negotiate in good faith in an attempt to amend this Agreement to conform to the revised NEPOOL Rules. The intent of the Parties is that any such amendment will preserve, as closely as possible, the basic intent and substance of this Agreement, which is (i) for CMP to transfer to Buyer the energy and any associated electrical products purchased by CMP under the PPAs and (ii) for Buyer to pay to CMP an amount that is equivalent to the Entitlement Sales Charge that would have been paid but for the revision to the NEPOOL Rules. This Section shall not apply to any change that affects only the cost of meeting an existing obligation or benefit obtained in exercising an existing right.

15.11 Counterparts.

This Agreement may be executed simultaneously in two or more counterparts, any of which need not contain the signatures of more than one Party, but all such counterparts taken together shall constitute one and the same Agreement.

15.12 Interpretation.

In the event of any dispute concerning the construction or interpretation of this Agreement or any ambiguity hereof, there shall be no presumption that this Agreement or any provision hereof be construed against the Party who drafted this Agreement.

15.13 Applicable Law and Forum.

When not in conflict with federal laws, interpretation and performance of this Agreement shall be in accordance with, and shall be controlled by the laws of the State of Maine, except its conflict of laws provisions to the extent they would require the application of the laws of any other jurisdiction. Except for those matters covered in this Agreement and jurisdictional to FERC or the appellate courts having jurisdiction over FERC matters, any legal action or proceeding arising under or relating to this Agreement must, if it is not subject to arbitration hereunder, be brought in a court of the State of Maine or a federal court of the United States of America located in the State of Maine. For purposes thereof, the Parties consent to the jurisdiction of the courts of the State of Maine or any federal court of the United States of America located in the State of Maine. For example, any action to enforce an arbitration demand or to confirm or enforce an arbitration award shall be brought in such courts.

15.14 Several Obligations

Except where specifically stated in this Agreement to be otherwise, the duties,

obligations and liabilities of the Parties are intended to be several and not joint or collective. Nothing contained in this Agreement shall ever be construed to create an association, trust, partnership or joint venture or to impose a trust or partnership duty, obligation or liability or agency relationship on or with regard to either Party. Each Party shall be individually and severally liable for its own obligations under this Agreement.

15.15 Continuing Obligations.

Notwithstanding any assignments of rights or duties hereunder, neither Party shall be relieved of any duties or responsibilities under this Agreement and this Agreement shall continue in accordance with its terms and such Party shall be and remain liable to the other under all provisions of this Agreement unless the other Party has expressly consented in writing to such release of duties and responsibilities, such consent not to be unreasonably withheld. Further, any payments made by one Party to an assignee of the other Party or any other actions taken by such Party with respect to such assignee shall be in full satisfaction of any duties or responsibilities which the Party would otherwise owe to the other Party, as if made or taken directly to such other Party.

15.16 Public Statements.

CMP and the Buyer agree that they will consult with each other in advance of making any public announcement or press release, or otherwise disclosing any information relating to the execution of this Agreement or any transactions contemplated hereby, and will negotiate in good faith respect to the form, content and timing thereof; provided, however, that each Party reserves the right to make such statements as are required, in the opinion of its counsel, by applicable law.

15.17 Changes In Rates, Charges, Terms or Conditions.

(a) The rates, charges, terms and conditions contained in this Agreement are not subject to change under Sections 205 or 206 of the Federal Power Act, as either section may be amended or superseded, absent the mutual written agreement of the Parties. It is the intent of this Section that, to the maximum extent permitted by law, the rates, charges, terms and conditions of this Agreement shall not be subject to change.

(b) Absent the agreement of all Parties to the proposed change, the standard of review for changes to any section of this Agreement specifying the rate(s) or other material economic terms and conditions agreed to by the Parties herein, whether proposed by a Party, a non-party or FERC acting sua sponte, shall be the "public interest" standard of review set forth in United Gas Pipe Line Co. v. Mobile Gas Service Corp., 350 U.S. 322 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the "Mobile-Sierra" doctrine).

15.18 Audit Rights.

Each Party has the right, upon reasonable advance notice and at its sole expense and during normal working hours, to examine the records of the other Party to

the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.

15.19 Waiver.

The failure of either Party to insist in any one or more instance upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights under this Agreement shall not be construed as a general waiver of any such provision or the relinquishment of any such right, except to the extent such waiver is in writing and signed by an authorized representative of such Party.

15.20 Third-Party Beneficiaries.

There are no third-party beneficiaries to this Agreement.

ARTICLE 16
FORCE MAJEURE

16.1 Force Majeure.

If either party is rendered wholly or partly unable to perform its obligations hereunder because of Force Majeure as defined above, that party shall be excused from whatever performance is affected by the Force Majeure to the extent so affected, provided that:

(a) The non-performing party will, as soon as practicable after the occurrence of Force Majeure, give the other party written notice describing the particulars of the occurrence,

(b) The suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure, and

(c) The non-performing party shall use due diligence to remedy its inability to perform.

(d) The occurrence of a Force Majeure Event shall not extend the term of this Agreement.

The non-performing party shall inform the other party of when it expects to remove the cause, if possible, and what steps it is taking to cure.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement to be duly executed by their respective duly authorized officers as of the date and year first above written.

Witness:

Susan E. Clay

CENTRAL MAINE POWER COMPANY

By: Eric N. Stinneford

Name: Eric N. Stinneford
Title: Vice President - Controller,
Treasurer & Clerk

Witness:

Candace B. Cole

CONSTELLATION ENERGY
COMMODITIES GROUP, INC.

By: Stuart Rubenstein

Name: **Stuart Rubenstein**
Title: **Chief Operating Officer**

PSW
1/30/08

Index to Schedules and Exhibits

Schedule 1 : List of PPA Documents

Schedule 2: Energy and Capacity Rates

Exhibit A: Officer's Certificate

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Exhibit C: Form of Letter of Credit

**Schedule 1 to System Contract Entitlement Agreement
List of PPA Documents**

<u>Common Name</u>	<u>Party</u>	<u>Document Name</u>	<u>Date</u>	<u>Bid Document List</u>
CL Power Sales Eight		Electric Energy and Capability Sales Agreement	06/30/97	129-001
		Amendment to SMD Protocol Agreement	03/28/03	129-002
		Letter Agreement	03/30/99	129-003
		Letter Agreement	06/22/00	129-004
		Letter Agreement	02/28/03	129-005
		Letter Agreement	03/28/03	129-006
		Letter Agreement	12/19/03	129-007
		Letter Agreement	01/29/04	129-008
		Letter Agreement	03/04/04	129-009
		Letter Agreement	03/30/04	129-010
		SMD Protocol Agreement	03/01/03	129-011
		Letter Agreement	04/29/03	129-012
		Second Amendment to SMD Protocol Agreement	04/29/03	129-013
		Letter Agreement	05/29/03	129-014
		Letter Agreement	06/30/03	129-015
		Letter Agreement	07/29/03	129-016
		Letter Agreement	08/28/03	129-017
		Letter Agreement	10/16/03	129-018
		Letter Agreement	05/07/04	129-019

CINCAP IV	Amendment to the Electric Energy & Capacity Agr.	05/27/04	129-120
	Wholesale Electric Energy and Capability Sales Agreement	07/27/98	132-001
	Letter Agreement	03/04/03	132-002
CINCAP V	Wholesale Electric Energy and Capability Sales Agreement	02/11/99	135-001
	Letter Agreement	03/04/03	135-002

Schedule 2**MONTHLY RATES FOR ENERGY AND CAPACITY****CINCAP IV**

Month	Capacity Charge (\$/kW-mo.)	On-Peak Energy Charge (\$/MWh)	Off-Peak Energy Charge (\$/MWh)
Mar-08	\$3.05	\$72.12	\$59.11
Apr-08	\$3.05	\$68.06	\$53.52
May-08	\$3.05	\$65.79	\$52.23
Jun-08	\$3.75	\$68.60	\$52.18
Jul-08	\$3.75	\$75.22	\$55.26
Aug-08	\$3.75	\$75.55	\$55.77
Sep-08	\$3.75	\$66.80	\$52.37
Oct-08	\$3.75	\$69.22	\$ 54.20
Nov-08	\$3.75	\$71.84	\$57.44
Dec-08	\$3.75	\$80.37	\$63.67
Jan-09	\$3.75	\$93.55	\$76.80
Feb-09	\$3.75	\$93.79	\$77.00

CINCAP V

Month	Capacity Charge (\$/kW-mo.)	On-Peak Energy Charge (\$/MWh)	Off-Peak Energy Charge (\$/MWh)
Mar-08	\$3.05	\$72.12	\$59.09
Apr-08	\$3.05	\$68.06	\$52.87
May-08	\$3.05	\$65.79	\$51.81
Jun-08	\$3.75	\$68.60	\$52.18
Jul-08	\$3.75	\$75.22	\$54.76
Aug-08	\$3.75	\$75.55	\$55.86
Sep-08	\$3.75	\$66.80	\$51.94
Oct-08	\$3.75	\$69.22	\$53.65
Nov-08	\$3.75	\$71.84	\$57.52
Dec-08	\$3.75	\$80.37	\$63.72
Jan-09	\$3.75	\$93.55	\$76.91
Feb-09	\$3.75	\$93.79	\$77.10

CL Power Sales Eight

Month	Capacity Charge (\$/kW-mo.)	On-Peak Energy Charge (\$/MWh)	Off-Peak Energy Charge (\$/MWh)
Mar-08	\$3.05	\$74.71	\$59.22
Apr-08	\$3.05	\$73.75	\$55.06
May-08	\$3.05	\$70.18	\$52.65
Jun-08	\$3.75	\$72.72	\$51.99
Jul-08	\$3.75	\$79.92	\$56.95
Aug-08	\$3.75	\$80.28	\$56.93
Sep-08	\$3.75	\$70.88	\$51.93
Oct-08	\$3.75	\$72.66	\$54.22
Nov-08	\$3.75	\$73.60	\$57.34
Dec-08	\$3.75	\$81.31	\$63.93
Jan-09	\$3.75	\$94.47	\$76.90
Feb-09	\$3.75	\$95.46	\$77.53

Schedule 3
Reference Quantities for Calculating Projected Damages

Market Electric Energy and Capacity
Reference Period Energy (MWh), Installed Capacity (MW) and Unforced Capacity (MW)

Month	2008				2009				2010			
	On-Peak MWh	Off-Peak MWh	ICAP MW	UCAP MW	On-Peak MWh	Off-Peak MWh	ICAP MW	UCAP MW	On-Peak MWh	Off-Peak MWh	ICAP MW	UCAP MW
January					35,100	35,500	125.00	122.92				
February					37,696	38,424	125.00	122.92				
March	32,339	35,179	125.00	122.92								
April	35,575	31,635	125.00	122.92								
May	37,975	32,400	125.00	122.92								
June	39,760	37,704	125.00	122.92								
July	34,005	43,512	125.00	122.92								
August	31,680	39,676	125.00	122.92								
September	38,798	38,400	125.00	122.92								
October	34,591	38,575	125.00	122.92								
November	30,940	38,405	125.00	122.92								
December	31,400	40,054	125.00	122.92								
Totals	347,063	375,540	Average 125.00	122.92	360,099	377,419	Average 110.000	107.920	103,085	85,703	Average 80.000	77.920
	Total:	722,603	125.00	122.92	Total:	737,518	110.000	107.920	Total:	188,788	80.000	77.920

EXHIBIT A

**OFFICER'S CERTIFICATE
OF**

I [officer's name] am [title] of [CMP or Buyer], a [state of incorporation] corporation ("_____"), and as such am authorized to execute and deliver this certificate on behalf of [CMP or Buyer] in connection with the System Contract Entitlement Agreement, dated as of [insert date] between Central Maine Power Company and [Buyer]. All capitalized terms used herein and not defined shall have the meanings set forth in the System Contract Entitlement Agreement.

I do hereby certify as follows:

1. The representations and warranties of [CMP or Buyer] contained in the System Contract Entitlement Agreement are true and correct as of the date hereof.
2. Each of the conditions precedent to the obligations of [CMP or Buyer] under Section 2.1 of the System Contract Entitlement Agreement have been either satisfied or waived by [CMP or Buyer] on and as of the date hereof.
3. The Effective Date of the System Contract Entitlement Agreement shall be [insert date].

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the _____ day of _____, 200[].

EXHIBIT B

FORM OF GUARANTY

GUARANTY

This Guaranty Agreement (the "Guaranty") is made by **Constellation Energy Group, Inc.** ("Guarantor"), a Maryland corporation, in favor of _____ ("Counterparty"), a _____ company.

WHEREAS, Constellation Energy Commodities Group, Inc., a Delaware corporation ("Constellation"), and Counterparty are Parties to that certain System Contract Entitlement Agreement ("Agreement") of even date herewith;

WHEREAS, Guarantor is the direct or indirect parent of Constellation, will receive substantial and direct benefits from the extensions of credit contemplated by the Agreement and has agreed to enter into this Guaranty to provide assurance for the performance of the obligations of Constellation in connection with the Agreement and to induce the Counterparty to enter into the Agreement; and

WHEREAS, the execution and delivery of this Guaranty is a condition to Counterparty's further performance of its obligations under the terms of the Agreement.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the adequacy, receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty.** Guarantor hereby unconditionally and absolutely guarantees the punctual payment when-due of the payment obligations of Constellation arising under the Agreement (including, without limitation, the payment of all of Constellation's liabilities under the Agreement), as such Agreement may be amended or modified from time to time, (collectively, the "Guaranteed Obligations"); provided, however, that the total liability of Guarantor hereunder, regardless of any amendment or modification to the Agreement, is limited to the lesser of (a) all amounts owed by Constellation to Counterparty under such Agreement or (b) \$_____ ("Liability Cap"). Guarantor's obligations and liability under this Guaranty shall be limited to payment obligations only and Guarantor shall have no obligation to perform under the Agreement, including, without limitation, to sell, deliver, supply or transport

gas, electricity or any other commodity.

2. Guaranty Absolute. The liability of Guarantor under this Guaranty shall be absolute and unconditional irrespective of:

- (a) any lack of validity or enforceability of or defect or deficiency applicable to Constellation in the Agreement or any other documents executed in connection with the Agreement; or
- (b) any modification, extension or waiver of any of the terms of the Agreement; or
- (c) any change in the time, manner, terms or place of payment of or in any other term of, all or any of the Guaranteed Obligations, or any other amendment or waiver of or any consent to departure from the Agreement or any other agreement or instrument executed in connection therewith; or
- (d) except as to applicable statutes of limitation, failure, omission, delay, waiver or refusal by Counterparty to exercise, in whole or in part, any right or remedy held by Counterparty with respect to the Agreement or any transaction under the Agreement; or
- (e) any change in the existence, structure or ownership of Guarantor or Constellation, or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Constellation or its assets.

The obligations of the Guarantor hereunder are several from Constellation or any other person, and are primary obligations concerning which the Guarantor is the principal obligor. There are no conditions precedent to the enforcement of this Guaranty, except as expressly contained herein. It shall not be necessary for Counterparty, in order to enforce payment by Guarantor under this Guaranty, to show any proof of default by Constellation, to exhaust its remedies against Constellation, any other guarantor, or any other person liable for the payment or performance of the Guaranteed Obligations.

This Guaranty shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Guaranteed Obligations are annulled, set aside, invalidated, declared to be fraudulent or

preferential, rescinded or must otherwise be returned, refunded or repaid by Counterparty upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of Constellation or any other guarantor, or upon or as a result of the appointment of a receiver or conservator of, or trustee for Constellation or any other guarantor or any substantial part of its property or otherwise, all as though such payment or payments had not been made.

3. **Waiver.** This is a guaranty of payment and not of collection. Guarantor hereby waives:

- (a) notice of acceptance of this Guaranty, of the creation or existence of any of the Guaranteed Obligations and of any action by Counterparty in reliance hereon or in connection herewith;
- (b) notice of the entry into the Agreement among Constellation and Counterparty and of any amendments, supplements or modifications thereto; or any waiver of consent under the Agreement, including waivers of the payment and performance of the obligations thereunder;
- (c) notice of any increase, reduction or rearrangement of any obligations of Constellation under the Agreement or any extension of time for the payment of any sums due and payable to the Counterparty under the Agreement;
- (d) except as expressly set forth herein, presentment, demand for payment, notice of dishonor or nonpayment, protest and notice of protest or any other notice with respect to the Guaranteed Obligations; and
- (e) any requirement that suit be brought against, or any other action by Counterparty be taken against, or any notice of default or other notice be given to, or any demand be made on Constellation or any other person, or that any other action be taken or not taken as a condition to Guarantor's liability for the Guaranteed Obligations under this Guaranty or as a condition to the enforcement of this Guaranty against Guarantor.

4. **Expenses.** Guarantor agrees to pay on demand any and all out-of-pocket costs including reasonable legal fees and expenses, and other expenses incurred by Counterparty in

enforcing Guarantor's payment obligations under this Guaranty; provided that the payment of such costs shall not be subject to the Liability Cap; provided, further, that the Guarantor shall not be liable for any expenses of Counterparty if it is not successful in such enforcement action.

5. **Subrogation.** Guarantor shall be subrogated to all rights of Counterparty against Constellation in respect of any amounts paid by Guarantor pursuant to the Guaranty, provided that Guarantor waives any rights it may acquire by way of subrogation under this Guaranty, by any payment made hereunder or otherwise (including, without limitation, any statutory rights of subrogation under Section 509 of the Bankruptcy Code, 11 U.S.C. § 509, or otherwise), reimbursement, exoneration, contribution, indemnification, or any right to participate in any claim or remedy of Counterparty against any collateral which Counterparty now has or acquires, until all of the Guaranteed Obligations shall have been irrevocably paid to Counterparty in full. If any amount shall be paid to the Guarantor on account of such subrogation rights at any time when all the Guaranteed Obligations in default shall not have been paid in full, such amount shall be held in trust for the benefit of Counterparty and shall forthwith be paid to Counterparty to be applied to the Guaranteed Obligations. If (a) the Guarantor shall perform and shall make payment to Counterparty of all or any part of the Guaranteed Obligations and (b) all the Guaranteed Obligations shall have been paid in full, Counterparty shall, at the Guarantor's request and sole cost, execute and deliver to the Guarantor appropriate documents necessary to evidence the transfer by subrogation to the Guarantor of any interest in the Guaranteed Obligations resulting from such payment by Guarantor.

6. **Reservation of Defenses.** Guarantor agrees that except as expressly set forth herein, it will remain bound upon this Guaranty notwithstanding any defenses which, pursuant to the laws of suretyship, would otherwise relieve a guarantor of its obligations under a Guaranty. Guarantor does reserve the right to assert defenses which Constellation may have to payment of any Guaranteed Obligation other than defenses arising from the bankruptcy or insolvency of Constellation and other defenses expressly waived hereby. Without limiting any of the foregoing provisions of this Section 6, in the event that acceleration of the time for payment of the Guaranteed Obligations is stayed upon the insolvency, bankruptcy or reorganization of Constellation, or for any other reason, all such amounts

otherwise subject to acceleration under the terms of any agreement evidencing, securing or otherwise executed in connection with any Guaranteed Obligation shall be immediately due and payable by the Guarantor.

7. **Notices.** All demands, notices and other communications provided for hereunder shall, unless otherwise specifically provided herein, (a) be in writing addressed to the Party receiving the notice at the address set forth below or at such other address as may be designated by written notice, from time to time, to the other Party, and (b) be effective upon receipt, when delivered by hand, when mailed by U.S. mail, registered or certified, return receipt requested, postage prepaid, or when given to a courier who guarantees next business day delivery. Notices shall be sent to the following addresses:

If to Counterparty:

If to Guarantor:

Constellation Energy Group, Inc.
750 East Pratt St., 16th Floor
Baltimore, MD 21202
Attn: Jeanne M. Blondia
Vice President and Treasurer
Phone: 410-470-3620
Fax: 410-470-5680

with a copy to:

Constellation Energy Commodities Group, Inc.
111 Market Place, Suite 500
Baltimore, Maryland 21202
Attn: Khalid Abedin
Phone: 410-470-3412
Fax: 410-468-3828

8. **Demand and Payment.** Any demand by Counterparty for payment hereunder shall be in writing, signed by a duly authorized representative of Counterparty and delivered to the Guarantor pursuant to Section 7 hereof, and shall (a) reference this Guaranty, (b) specifically identify Constellation, the Guaranteed Obligations to be paid and the amount of such Guaranteed Obligations and (c) set forth payment instructions, including bank name, routing number and bank account number. There are no other requirements of

notice, presentment or demand. Guarantor shall pay, or cause to be paid, such Guaranteed Obligations within ten (10) business days of receipt of such demand.

9. No Waiver; Remedies. Except as to applicable statutes of limitation, no failure on the part of Counterparty to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law.

10. Term: Termination. This Guaranty shall continue in full force and effect until the earlier of (i) [] or, (ii) so long as Constellation is not in default under the Agreement, the later of thirty (30) days after (A) Guarantor provides the Beneficiary with written notice of such termination or (B) Beneficiary accepts Guarantor's Replacement Security (as defined below). Beneficiary shall evaluate (at Beneficiary's sole discretion) any Replacement Security within fifteen (15) days of its receipt thereof. If Beneficiary fails to provide a written notice of rejection of such Replacement Security within the aforementioned fifteen (15) day period, such Replacement Security shall be deemed to have been accepted by Beneficiary. Termination of this Guaranty pursuant to this Section 10 shall not affect Guarantor's liability to Counterparty under this Guaranty with respect to Guaranteed Obligations which have accrued or been incurred prior to the effective date of such termination. For purposes of the foregoing, "Replacement Security" shall mean either: (1) an irrevocable letter of credit issued by a commercial bank authorized to do business and in good standing in the State of Maine with a minimum corporate debt rating of "BBB+" by Standard & Poor's, Fitch or "Baa1" by Moody's, or an equivalent short term debt rating by one of these agencies, that unconditionally obligates the issuer to honor claims or drafts thereunder, within ten (10) business days after notice by Counterparty to the issuer, up to a maximum liability equal to that of the Guarantor hereunder, for the purpose of paying amounts due the Counterparty pursuant to the Agreement.

11. Assignment: Successors and Assigns. Counterparty may, upon notice to Guarantor, assign its rights and obligations hereunder without the consent of Guarantor. Guarantor may assign its rights hereunder with the prior written consent of Counterparty, which consent shall not be unreasonably

withheld. Subject to the foregoing, this Guaranty shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

12. Amendments, Etc. A written amendment executed by the Guarantor only may (a) increase the guaranty limit specified in Section 1 and/or (b) extend the termination date of this Guaranty. No other amendment of this Guaranty shall be effective unless in writing and signed by Guarantor and Counterparty. No waiver of any provision of this Guaranty nor consent to any departure by Guarantor therefrom shall in any event be effective unless such waiver shall be in writing and signed by Counterparty. Any such waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

13. Captions. The captions in this Guaranty have been inserted for convenience only and shall be given no substantive meaning or significance whatsoever in construing the terms and provisions of this Guaranty.

14. Representation and Warranties.

The Guarantor represents and warrants as follows:

- (a) The Guarantor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has full corporate power to execute, deliver and perform this Guaranty.
- (b) The execution, delivery and performance of this Guaranty have been and remain duly authorized by all necessary corporate action and do not contravene the Guarantor's constitutional documents or any contractual restriction binding on the Guarantor or its assets.
- (c) This Guaranty constitutes the legal, valid and binding obligation of the Guarantor enforceable against Guarantor in accordance with its terms, subject, as to enforcement, to bankruptcy, insolvency) reorganization and other laws of general applicability relating to or affecting Counterparty's rights and to general equity principles.

15. Limitation by Law. All rights, remedies and powers provided in this Guaranty may be exercised only to

the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions of this Guaranty are intended to be subject to all applicable mandatory provisions of law that may be controlling and to be limited to the extent necessary so that they will not render this Guaranty invalid, unenforceable, in whole or in part, or not entitled to be recorded, registered or filed under the provisions of any applicable law.

16. Confidentiality. The Counterparty shall keep the existence and the terms of this Guaranty confidential. The Counterparty shall only disclose the existence of this Guaranty to those officers, directors and employees and agents who have a need to know and who agree to keep the existence and terms of this Guaranty confidential. The Counterparty shall be responsible for any breach of this confidentiality provision by its officers, directors and employees and agents.

17. GOVERNING LAW. THIS GUARANTY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MAINE AND APPLICABLE FEDERAL LAW.

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IN WITNESS WHEREOF, Guarantor has caused this Guaranty to be duly executed and delivered by its duly authorized officer effective as of this _____ day of [_____, [_____] ("Effective Date").

Group, Inc.

Guarantor: Constellation Energy

By: _____

Name:

Title:

Exhibit C

FORM OF LETTER OF CREDIT

DATE: _____

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: _____

BENEFICIARY
(COMPANY NAME)
(ADDRESS)
(ADDRESS)
(CITY, STATE, ZIP)
ATTN.: _____

APPLICANT
(COMPANY NAME)
(ADDRESS)
(ADDRESS)
(CITY, STATE, ZIP)

AMOUNT
USD _____ AND 00/100'S US
DOLLARS

EXPIRATION _____ AT OUR
COUNTERS

WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER _____, IN FAVOR OF _____, BY ORDER AND FOR THE ACCOUNT OF _____, AVAILABLE FOR PAYMENT AT SIGHT AT THE COUNTERS OF _____ FOR US\$ _____ (_____ DOLLARS) AGAINST PRESENTATION TO US OF ANY OF THE FOLLOWING STATEMENTS (WITH BRACKETED LANGUAGE AND BLANKS APPROPRIATELY COMPLETED OR DELETED), DATED AND SIGNED BY A REPRESENTATIVE OF THE BENEFICIARY AND IDENTIFYING BY REFERENCE NO. THIS LETTER OF CREDIT:

1. "AN EVENT OF DEFAULT (AS DEFINED IN THE ENTITLEMENT AGREEMENT DATED AS OF _____ BETWEEN BENEFICIARY OF LETTER OF CREDIT NO. _____ ("BENEFICIARY") AND APPLICANT (AS THE SAME MAY BE AMENDED, THE "AGREEMENT")) HAS OCCURRED AND IS CONTINUING UNDER THE AGREEMENT WITH RESPECT TO THE APPLICANT. WHEREFORE, THE UNDERSIGNED DOES HEREBY DEMAND PAYMENT OF [\$ _____] [THE ENTIRE UNDRAWN AMOUNT OF THE LETTER OF CREDIT]. PAYMENT SHOULD BE REMITTED TO _____;"

2. "THE UNDERSIGNED, AS AN AUTHORIZED REPRESENTATIVE OF _____ (" _____"), HEREBY CERTIFIES THAT NOT LESS THAN \$ _____ (THE "DRAW AMOUNT") IS OWING TO _____ BY APPLICANT UNDER YOUR LETTER OF CREDIT NO. _____ ("APPLICANT"), UNDER THE TERMS OF THE ENTITLEMENT AGREEMENT DATED AS OF _____ BETWEEN BENEFICIARY OF SUCH LETTER OF CREDIT AND APPLICANT. THE DRAW AMOUNT IS NOW PAST DUE AND ALL APPLICABLE GRACE PERIODS FOR ITS PAYMENT HAVE EXPIRED. WHEREFORE, DEMAND IS HEREBY MADE UNDER SUCH LETTER OF CREDIT FOR PAYMENT OF THE DRAW AMOUNT. PAYMENT SHOULD BE REMITTED TO _____;" OR,

3. "THE EXPIRATION DATE OF _____ LETTER OF CREDIT NO. _____ IS LESS THAN THIRTY (30) DAYS FROM THE DATE OF THIS STATEMENT, AND THE APPLICANT UNDER SUCH LETTER OF CREDIT IS REQUIRED, BUT HAS FAILED, TO PROVIDE A REPLACEMENT LETTER OF CREDIT OR OTHER COLLATERAL ACCEPTABLE TO APPLICANT BEFORE SUCH EXPIRATION DATE TO ASSURE PERFORMANCE OF, ITS OBLIGATIONS UNDER THE ENTITLEMENT

AGREEMENT DATED AS OF _____ BETWEEN APPLICANT AND
THE BENEFICIARY OF THE LETTER OF CREDIT (AS THE SAME MAY BE AMENDED,
THE "AGREEMENT"). THEREFORE, THE UNDERSIGNED DOES HEREBY DEMAND
PAYMENT OF \$ _____. PAYMENT SHOULD BE REMITTED TO
_____."

SPECIAL INSTRUCTIONS:

1) PARTIAL AND MULTIPLE DRAWINGS PERMITTED. THE ORIGINAL LETTER
OF CREDIT PRESENTED BY BENEFICIARY FOR PARTIAL DRAWING(S) WILL BE
RETURNED TO THE BENEFICIARY UNLESS THE FULL AMOUNT OF THE LETTER OF
CREDIT HAS BEEN DRAWN.

2) DOCUMENTS MUST BE PRESENTED AT OUR COUNTERS LOCATED AT
_____ NO LATER THAN
_____.

3) ALL COSTS RELATED TO DRAWINGS UNDER THIS LETTER OF CREDIT
NUMBER _____ SHALL BE CHARGED TO THE ACCOUNT OF THE APPLICANT.

WE HEREBY ENGAGE WITH YOU THAT ALL DOCUMENTS PRESENTED IN COMPLIANCE
WITH THE TERMS OF THIS CREDIT WILL BE DULY HONORED IF DRAWN AND
PRESENTED FOR PAYMENT ON OR BEFORE THE EXPIRY DATE OF THIS CREDIT.
EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS CREDIT IS SUBJECT
TO THE INTERNATIONAL STANDBY PRACTICES 1998 (ISP 98).

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: _____

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS
TRANSACTION, PLEASE CALL _____.

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

Attachment 4

**FIRST AMENDMENT TO
COMPREHENSIVE CREDIT SUPPORT AND
FINAL SETTLEMENT CALCULATION AGREEMENT
DATED AS OF DECEMBER 20, 2005**

This First Amendment to Comprehensive Credit Support and Final Settlement Calculation Agreement Dated as of December 20, 2005 ("Amendment") is dated as of the 23rd day of January, 2008 by and between Central Maine Power Company, a Maine corporation with a principal place of business at 83 Edison Drive, Augusta, ME 04336 ("T&D"), Constellation Energy Commodities Group, Inc., a Delaware corporation ("Constellation"), and Constellation Energy Commodities Group Maine, LLC, a Delaware limited liability company ("Constellation Maine") (each may be referred to individually as "Party" or collectively as "Parties.")

WHEREAS, the Parties have previously entered into that certain Comprehensive Credit Support and Final Settlement Calculation Agreement Dated as of December 20, 2005 ("Agreement") setting forth the credit arrangements of the Parties regarding each of the Standard Offer Provider Standard Service Agreement, the Hydroelectric Entitlement Agreement, and Nuclear Entitlement Agreement entered into between the Parties, each dated as of December 20, 2005.

WHEREAS, the Parties are contemplating entering into one or more additional transactions and desire to amend the Agreement as set forth below;

NOW, THEREFORE, in consideration of the mutual benefits to be obtained from the additional transactions between the Parties, the rights and duties assessed herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. Amendment of the Agreement.

(a) The definition of "Credit Rating Threshold" in Section 1.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

"Credit Rating Threshold" means, at any time, the lower of (i) the amount set forth in the table below which corresponds to the Credit Rating of the Constellation Guarantor and (ii) the outstanding amount of the CEG Guaranty:

S&P	Moody's	Threshold By Year		
		Mar. 1 2006- Feb 28, 2007	Mar. 1 2007- Feb 29, 2008	Mar. 1 2008- Feb 28, 2009
A	A2	\$0	\$25,000,000	\$50,000,000
A-	A3	\$0	\$25,000,000	\$50,000,000
BBB+	Baa1	\$0	\$25,000,000	\$50,000,000
BBB	Baa2	\$0	\$25,000,000	\$50,000,000
BBB-	Baa3	\$0	\$15,000,000	\$35,000,000
Below BBB-	Below Baa3	\$0	\$0	\$0

(b) Section 1.1 of the Agreement is amended by deleting the definitions of "Additional Credit Rating Threshold," and "Additional Exposure."

2. Miscellaneous.

(a) **Definitions.** Capitalized terms used in this Amendment and not otherwise defined herein shall have the meanings specified for such terms in the Agreement.

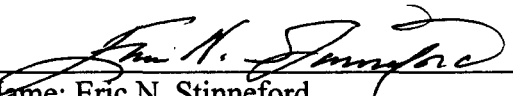
(b) **Entire Agreement.** This Amendment constitutes the entire agreement and understanding of the parties with respect to its subject matter and supersedes all oral communication and prior writings (except as otherwise provided herein) with respect thereto.

(c) **Counterparts.** This Amendment may be executed and delivered in counterparts (including by facsimile transmission), each of which will be deemed an original.

(d) **Headings.** The headings used in this Amendment are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting this Amendment.

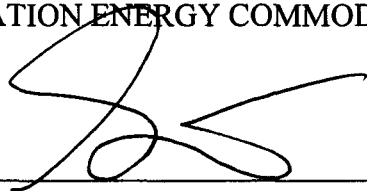
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties hereto have caused this Agreement by their respective duly authorized officers as of the date and year first above written.

CENTRAL MAINE POWER COMPANY

By: 
Name: Eric N. Stinneford
Title: Vice President – Treasurer, Controller & Clerk

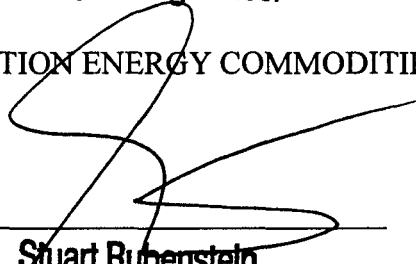
CONSTELLATION ENERGY COMMODITIES GROUP, INC

*PTW
1/30/08*

By: 
Name: **Stuart Rubenstein**
Title: **Chief Operating Officer**

CONSTELLATION ENERGY COMMODITIES GROUP MAINE, LLC

*PTW
1/30/08*

By: 
Name: **Stuart Rubenstein**
Title: **Chief Operating Officer**